

James Norris  
Parker, Roger v. Perdue Foods, LLC

April 8, 2025

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1           IN THE UNITED STATES DISTRICT COURT  
2           FOR THE MIDDLE DISTRICT OF GEORGIA  
3                                   MACON DIVISION  
4

5           CIVIL ACTION NUMBER: 5:22-cv-00268-TES  
6           ROGER PARKER, on his own behalf  
7           and on behalf of all others similarly  
8           situated,

9                                 Plaintiff,  
10                                 vs.  
11                                 PERDUE FOODS, LLC,  
12                                 Defendant.

13  
14  
15                                 VIDEOTAPED DEPOSITION TESTIMONY OF  
16                                 JAMES NORRIS  
17                                 April 8, 2025  
18                                 VIA REMOTE VIDEO-CONFERENCE  
19  
20

21                                 REPORTED BY:  
22                                 Angela Smith McGalliard  
23                                 Certified Realtime Reporter  
24                                 Registered Professional  
25                                 Reporter and Notary Public

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## 1                   I N D E X

## 2                   EXAMINATION

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7		PG	LN
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14	<u>Exhibit 38</u> PVP Bonus Checklist -	59	19
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A P P E A R A N C E S  
(ALL PARTIES ATTENDED REMOTELY)

FOR THE PLAINTIFF:

EMILY C. SNOW, ESQUIRE  
JARRED A. KLORFEIN, ESQUIRE  
CAPLAN COBB, LLC  
75 Fourteenth Street, NE  
Suite 2700  
Atlanta, Georgia 30309  
- and -  
KRITIKA TARA DEB, ESQUIRE  
FAIRMARK PARTNERS, LLP  
1825 7th St NW, #821  
Washington, DC 20001

FOR THE DEFENDANT:

VIRGINIA M. WOOTEN, ESQUIRE  
OGLETREE, DEAKINS, NASH, SMITH & STEWART, P.C.  
191 Peachtree Street NE  
Suite 4800  
Atlanta, Georgia 30303

ALSO PRESENT:

Walter Copeland - Perdue Fotography

VIDEOGRAPHER:

Krishan Patel - Veritext

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(Reporter disclosure made pursuant to Article 8.b of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia.)

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1                   I, Angela Smith McGalliard,  
2 Registered Professional Reporter, Certified  
3 Realtime Reporter and Certified Court  
4 Reporter, duly licensed in the State of  
5 Georgia, acting as Commissioner, certify  
6 that on this date, as provided by the  
7 Federal Rules of Civil Procedure, there  
8 came before me via remote video-conference,  
9 beginning at 9:29 a.m., James Norris,  
10 witness in the above cause, for oral  
11 examination, whereupon the following  
12 proceedings were had:

13                  VIDEOGRAPHER: Today's date is         09:29:47  
14 April 8, 2025, and the time is 9:29 a.m.         09:29:49  
15 This will be the remote videotaped                 09:29:53  
16 deposition of James Norris.                         09:29:56

17                  Will counsel please introduce         09:29:58  
18 themselves and any objection to the witness     09:30:00  
19 being sworn in remotely.                             09:30:01

20                  MS. SNOW: Good morning. This is    09:30:04  
21 Emily Snow for Plaintiff Roger Dale Parker.    09:30:06  
22 I'm joined by Jarred Klorfein also for         09:30:09  
23 Plaintiff Roger Dale Parker.                        09:30:13

24                  MS. WOOTEN: Good morning.            09:30:16  
25 Virginia Wooten with the firm Ogletree        09:30:17

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1 Deakins representing the Defendant Perdue 09:30:19  
2 Foods. Accompanying me today is the party 09:30:25  
3 representative Mr. Walter Copeland. 09:30:26

4 VIDEOGRAPHER: Will the court  
5 reporter please swear in the witness.

6 Thank you.

7 JAMES NORRIS,  
8 being first duly sworn, was examined and  
9 testified as follows: 09:30:41

10 COURT REPORTER: Thank you. We 09:30:41  
11 can proceed. 09:30:43

12 EXAMINATION 09:30:43  
13 BY MS. SNOW: 09:30:46

14 Q. Good morning, Mr. Norris. I just 09:30:46  
15 introduced myself. But, again, my name is 09:30:51  
16 Emily Snow, and I'm an attorney for the 09:30:52  
17 Plaintiff in this case Dale Parker. My 09:30:53  
18 first question for you is have you ever 09:30:55  
19 given testimony in a deposition before? 09:30:58

20 A. No, I have not. 09:30:59

21 Q. Okay. Well, I'm going to start 09:31:02  
22 by going over a few basic rules. We 09:31:04  
23 shouldn't talk over one another; that can 09:31:07  
24 be a little hard over zoom, but I'll do my 09:31:10  
25 best. I'll wait to let you finish your 09:31:13

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1 answer before asking my questions, and I'll 09:31:15  
2 ask that you do the same, and let me finish 09:31:15  
3 my question before answering; this will 09:31:19  
4 make it easier for the court reporter to 09:31:19  
5 take down what we're saying. 09:31:20

6 Does that sound good? 09:31:22

7 A. Yes. That's okay. 09:31:23

8 Q. It's also important that you give 09:31:25  
9 a verbal response to each question that I 09:31:28  
10 ask instead of just nodding your head, and 09:31:30  
11 you just did that, which is great. This is 09:31:32  
12 also so that the court reporter can write 09:31:34  
13 down your answers. 09:31:36

14 Does that also make sense? 09:31:37

15 A. Yes. 09:31:38

16 Q. You can take a break whenever you 09:31:39  
17 need to, but there's one exception to that: 09:31:40  
18 We can't take a break if I've asked a 09:31:42  
19 question and I'm waiting on your answer. 09:31:45  
20 So we'll wait to take a break until you 09:31:48  
21 answer the pending question. 09:31:51

22 Does that sound good? 09:31:53

23 A. Okay. 09:31:54

24 Q. If any question that I ask is 09:31:55  
25 unclear, please let me know. If you don't 09:31:57

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1 ask me to rephrase a question, I'll assume 09:31:59  
2 that you understand the question. 09:32:02  
3 Is that fair? 09:32:03  
4 A. Yes. 09:32:04  
5 Q. Because this is a remote 09:32:04  
6 deposition, I have a few other questions 09:32:08  
7 for you. Can you confirm that no one else 09:32:10  
8 is in the room with you? 09:32:14  
9 A. I can confirm that. I am by 09:32:15  
10 myself; no one else is in the room. 09:32:18  
11 Q. Thank you. Could you also 09:32:20  
12 confirm that you won't communicate with 09:32:25  
13 anyone by calling, emailing, text message, 09:32:29  
14 or any other means while we're on the 09:32:32  
15 Record? 09:32:34  
16 A. Yes. 09:32:34  
17 Q. Thank you. 09:32:35  
18 And you don't have any other 09:32:35  
19 windows or programs open on your computer? 09:32:37  
20 A. No. Let me close this -- I had 09:32:40  
21 my email open. No. 09:32:45  
22 Q. So everything is closed now? 09:32:48  
23 A. Yes. 09:32:49  
24 Q. Thank you. 09:32:51  
25 Is there any reason that you 09:32:54

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1 can't fully and accurately answer questions 09:32:56  
2 today? 09:32:58  
3 A. No. 09:32:58  
4 Q. No medications or anything like 09:33:01  
5 that? 09:33:03  
6 A. No medications. 09:33:03  
7 Q. I'm going to use a few specific 09:33:06  
8 terms during today's deposition, and I want 09:33:11  
9 to talk about those. If I use the term 09:33:13  
10 growers, producers, or farmers, can we have 09:33:15  
11 the same understanding that I'm talking 09:33:18  
12 about individuals who produce poultry for 09:33:20  
13 Perdue? 09:33:25  
14 A. Yes. That's fine. 09:33:26  
15 Q. Do you use any other terms to 09:33:27  
16 refer to those individuals? 09:33:29  
17 A. No. Usually just farmer. 09:33:31  
18 Q. Are you familiar with the farm 09:33:41  
19 Hazel Lee? 09:33:45  
20 A. Yes, I am. 09:33:46  
21 Q. And that farm is in 09:33:47  
22 Milledgeville, Georgia? 09:33:50  
23 A. Yeah. I think that's the 09:33:50  
24 address. It's been about eight years, but 09:33:52  
25 I think it is a Milledgeville address. 09:33:56

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1 Q. I understand that Mr. Parker was 09:33:58  
2 also affiliated with a farm in Hillsboro, 09:34:00  
3 Georgia. 09:34:04

4 A. Yes, he was -- or is. I don't 09:34:04  
5 know if he still is. 09:34:11

6 Q. But to your knowledge, he was 09:34:12  
7 affiliated with another farm in Hillsboro? 09:34:13

8 A. Yes. 09:34:16

9 Q. Did you oversee both farms? 09:34:16

10 A. Not at the same time, I don't 09:34:20  
11 think I did. 09:34:26

12 Q. When did you oversee the farm in 09:34:27  
13 Hillsboro? 09:34:30

14 A. I think about 2020. 09:34:30

15 Q. And how did you refer to that 09:34:38  
16 farm? 09:34:40

17 A. The one in Hillsboro? I think 09:34:41  
18 it's -- I think it's called Parker's 09:34:46  
19 Poultry. 09:34:54

20 Q. But to confirm, Hazel Lee was the 09:34:54  
21 farm in Milledgeville and Parker's Poultry 09:34:59  
22 was the farm in Hillsboro? 09:35:04

23 A. Yes. 09:35:07

24 Q. So when I refer to Hazel Lee, I'm 09:35:08  
25 talking about the farm in Milledgeville. 09:35:16

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1 A. Okay. 09:35:18

2 Q. What did you do to prepare for 09:35:19  
3 today's deposition? 09:35:20

4 A. Just talked to counsel yesterday 09:35:21  
5 to tell me what to expect, as far as how 09:35:23  
6 the video would be set up and there would 09:35:25  
7 be a court reporter. 09:35:27

8 MS. WOOTEN: And let me -- Mr. 09:35:28  
9 Norris, just so you know, I'd ask that you 09:35:31  
10 don't disclose any of our conversations or 09:35:34  
11 communications. But you can respond 09:35:36  
12 generally to Ms. Snow's questions. 09:35:39

13 THE WITNESS: Okay. 09:35:42

14 MS. WOOTEN: Apologies for 09:35:46  
15 interrupting, but wanted to just make sure 09:35:48  
16 that was clear. 09:35:49

17 A. Okay. 09:35:50

18 Q. Yes. Mr. Norris, I'm not 09:35:50  
19 interested in any of your conversations 09:35:51  
20 with your attorney. 09:35:51

21 How long did you spend preparing? 09:35:53

22 A. I don't know. An hour or so. I 09:35:55  
23 didn't -- I didn't time it or anything. 09:36:00

24 Q. About an hour? 09:36:03

25 A. Yeah. Maybe an hour, little over 09:36:04

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1 an hour. 09:36:07

2 Q. Did you review any documents? 09:36:08

3 A. I saw some on screen, some 09:36:09

4 service reports, a few documents. 09:36:19

5 Q. Service reports, can you tell me, 09:36:23

6 what do you mean by that? 09:36:26

7 A. It's just a visitation form where 09:36:27

8 you visit the farm. 09:36:31

9 Q. Flock visitation reports? 09:36:32

10 A. Yeah. 09:36:34

11 Q. Did you review any other 09:36:35

12 documents? 09:36:37

13 A. I think it was just visitation 09:36:38

14 reports. 09:36:45

15 Q. Just those? 09:36:46

16 A. Yes. 09:36:49

17 Q. I'm going to start now with some 09:36:49

18 background questions about your work for 09:36:59

19 Perdue. So you started working for Perdue 09:37:01

20 in 2006; is that right? 09:37:03

21 A. Yes. 09:37:04

22 Q. Around the fall of that year? 09:37:05

23 A. Yes. 09:37:09

24 Q. And did you have any experience 09:37:11

25 in poultry production before you started 09:37:14

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1 working at Perdue? 09:37:16  
2 A. No. 09:37:17  
3 Q. And what was your role when you 09:37:18  
4 started with Perdue? 09:37:25  
5 A. A flock -- Same role, flock 09:37:26  
6 advisor. 09:37:31  
7 Q. And you said same role, is that 09:37:32  
8 the role you have now? 09:37:34  
9 A. Yes. Current. Same thing. 09:37:35  
10 Q. And so you're currently employed 09:37:36  
11 with Perdue? 09:37:39  
12 A. Yes. 09:37:39  
13 Q. I'm mostly going to be asking 09:37:40  
14 questions today about the 2012 to 2019 time 09:37:50  
15 period. So you held the role of flock 09:37:53  
16 advisor during that time period, you've 09:37:55  
17 held the same role? 09:37:57  
18 A. Yes. 09:37:58  
19 Q. And can you tell me about that 09:37:58  
20 role, what kind of responsibilities do you 09:38:00  
21 have? 09:38:03  
22 A. It's -- Basically it's letting 09:38:03  
23 the farmer know placement schedules, catch 09:38:09  
24 schedules, and ordering feed, and just 09:38:14  
25 checking on the health of the birds and 09:38:18

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welfare of the birds. 09:38:20

2 Q. So the health and welfare of the 09:38:22  
3 birds, can you tell me about that? What 09:38:28  
4 does that involve? 09:38:30

5 A. It's a lot. It's just -- Plain 09:38:30  
6 and simple, it's the health and welfare of 09:38:40  
7 the birds. It's just checking on the birds 09:38:43  
8 daily or weekly, in my case, just to ensure 09:38:45  
9 that they're, you know -- the welfare is 09:38:50  
10 good. 09:38:56

11 Q. So is part of your job making 09:38:57  
12 sure that disease didn't spread among 09:39:00  
13 farms? 09:39:02

14 A. Yes. We have a lot of 09:39:03  
15 biosecurity, you know, processes that we go 09:39:08  
16 through, steps that we go through. 09:39:11

17 Q. And how are those steps 09:39:15  
18 communicated to -- Sorry. Let me back up. 09:39:21

19                   Are those biosecurity processes       09:39:24  
20       and steps communicated to farmers?       09:39:26

21 A. Yes. It's a -- It's just a -- 09:39:32  
22 It's kind of in the background. You know, 09:39:35  
23 it's an ongoing biosecurity. It's just 09:39:36  
24 things that I have to do to ensure the 09:39:41  
25 security of the, you know, birds. 09:39:45

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1 Q. You said things that you have to 09:39:50  
2 do. Is there anything that farmers have to 09:39:52  
3 do related to biosecurity? 09:39:56

4 A. Yes. They're aware of 09:40:02  
5 biosecurities. And we have to show them -- 09:40:03  
6 Before they ever grow birds, they're 09:40:06  
7 trained on it, before they ever place birds 09:40:09  
8 on a farm. 09:40:11

9 Q. They're trained on biosecurity? 09:40:12

10 A. Yes. They're shown a video about 09:40:15  
11 biosecurity and . . . 09:40:19

12 Q. Do you show them that video? 09:40:26

13 A. If they're -- It would depend. 09:40:30  
14 We used to do it in a group setting, we 09:40:35  
15 would show all the farmers at meetings. 09:40:38  
16 But now we do it on the farm, individually, 09:40:42  
17 the flock advisor with the farmer. 09:40:45

18 Q. So the flock advisor shows the 09:40:46  
19 biosecurity videos to the farmers? 09:40:49

20 A. Right. Correct. 09:40:52

21 Q. And that's part of the training 09:40:54  
22 on biosecurity? 09:40:55

23 A. Yes. 09:40:56

24 Q. Is there any other part of the 09:40:57  
25 training, other than the video? 09:40:59

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1 A. No. 09:41:06

2 Q. It's just a video? 09:41:07

3 A. Yeah, just a video. And then 09:41:08

4 conversations about -- about the -- about 09:41:10

5 the farm; you know, if there's anything I 09:41:17

6 saw on the visit that was out of place, I 09:41:20

7 would point that out. But it's mainly just 09:41:24

8 a video. 09:41:26

9 Q. And did you show that video to 09:41:27

10 Hazel Lee? 09:41:32

11 A. I'm not sure. He might have been 09:41:38

12 at the training with another flock advisor. 09:41:40

13 I mean, I show it to farms that are on my 09:41:42

14 route, but if the route changes, I may or 09:41:45

15 may not have shown it to him. I don't -- I 09:41:48

16 don't remember. 09:42:01

17 (Plaintiff's Exhibit 09:42:01

18 36 was marked for 09:42:01

19 identification.) 09:42:01

20 Q. I am going to briefly share my 09:42:01

21 screen, if you'll give me one moment. 09:42:03

22 Mr. Norris, can you see what's on 09:42:31

23 my screen? 09:42:32

24 A. Yes. 09:42:33

25 Q. I am showing you what I am 09:42:34

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1 marking as Plaintiff's Exhibit 36. This 09:42:35  
2 document is marked with Perdue -- the Bates 09:42:37  
3 stamp is Perdue 006457. And Mr. Norris, 09:42:43  
4 you may hear me refer today to Bates 09:42:53  
5 stamps, those are numbers that are added 09:42:58  
6 during the litigation process to help us 09:43:00  
7 identify documents. It's this number right 09:43:00  
8 here (indicating) at the bottom of the 09:43:02  
9 document. 09:43:03

10 Have you seen this document 09:43:04  
11 before? 09:43:05

12 A. I -- Yes, I have. That would 09:43:05  
13 have been in 2018, but, yes. 09:43:07

14 Q. And what is this document? 09:43:14

15 A. It's a visitation report for -- 09:43:15  
16 Looks like a visitation report for Hazel 09:43:17  
17 Lee, the first week. 09:43:20

18 Q. And you mentioned the date, it's 09:43:22  
19 April 16, 2018? 09:43:24

20 A. Yes. 09:43:28

21 Q. And at the bottom of the 09:43:29  
22 document, there's a place for a flock 09:43:34  
23 advisor signature, and that's your 09:43:37  
24 signature? 09:43:39

25 A. Yes. 09:43:39

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1 Q. And the first row at the top of 09:43:40  
2 this document is a section called 09:43:45  
3 biosecurity. 09:43:51  
4 Do you see that? 09:43:52  
5 A. Yes. 09:43:53  
6 Q. There's a section here for 09:43:54  
7 comments/recommendations. And the first 09:43:55  
8 comment here says: Did biosecurity/poultry 09:43:58  
9 welfare training with farm help today. 09:44:03  
10 Do you see that? 09:44:06  
11 A. Yes. 09:44:07  
12 Q. Does this refresh your 09:44:07  
13 recollection as to whether you might have 09:44:09  
14 administered biosecurity training to Hazel 09:44:12  
15 Lee? 09:44:14  
16 A. By Hazel Lee, do you mean Dale 09:44:14  
17 Parker? 09:44:17  
18 Q. I mean the individuals who worked 09:44:18  
19 at Hazel Lee. 09:44:21  
20 A. Yes. Well, it says with farm 09:44:22  
21 help. So he could have had a new helper on 09:44:25  
22 the farm that was going to be working 09:44:30  
23 there, and that might have been who I 09:44:32  
24 trained there. It says farm help; it 09:44:40  
25 doesn't say farmer or owner, so that would 09:44:43

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1       be me guessing that it's farm help.                   09:44:45

2           Q.     So you're clarifying that this           09:44:47  
3       may not have meant you administered                  09:44:49  
4       training to Dale Parker personally, but            09:44:51  
5       that you administered it to the individuals    09:44:54  
6       on his farm?    09:44:55

7           A.     Right.                                      09:44:57

8           Q.     Okay. I'm going to stop sharing    09:44:57  
9       my screen.    09:45:03

10               And why did -- What was your            09:45:04  
11       understanding of the purpose of that            09:45:07  
12       training?    09:45:08

13           A.     Well, we do biosecurity with all    09:45:09  
14       farms before they ever place birds. So       09:45:15  
15       it's just so that they're aware of the       09:45:18  
16       biosecurity that's needed for the birds, as   09:45:25  
17       far as the farm and the farmer is            09:45:29  
18       concerned, and Perdue.                        09:45:32

19           Q.     You said you do the training       09:45:33  
20       before you ever place birds. Is it a        09:45:34  
21       requirement to have birds -- to do the      09:45:37  
22       training before you have birds placed?     09:45:40

23               MS. WOOTEN: Object to form. You    09:45:42  
24       can answer.                                      09:45:44

25           A.     Well, it's done once a year. And    09:45:44

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1 it's done -- It's not done every flock, 09:45:46  
2 every time they place birds. It's just 09:45:49  
3 done once -- It's done once at the 09:45:51  
4 beginning of when they place birds 09:45:54  
5 originally on the farm, and then yearly 09:45:56  
6 it's reviewed once a year. It's a little 09:45:58  
7 ten-minute video. It's not a -- You know, 09:46:01  
8 it's not done every flock; it's done once a 09:46:08  
9 year. 09:46:13

10 Q. Well, is it done the first time a 09:46:13  
11 flock is -- Let's say -- Let me back up. 09:46:17

12 The first time a Perdue flock is 09:46:21  
13 placed on a farm, is the training shown to 09:46:26  
14 the farmer? 09:46:31

15 A. Yes. 09:46:32

16 Q. So it's a requirement for the 09:46:32  
17 first flock? 09:46:35

18 A. Yes. Before birds are placed, 09:46:36  
19 they're trained in biosecurity. 09:46:40

20 Q. And I'm sorry I interrupted you. 09:46:41

21 If a farmer wants to have Perdue 09:46:44  
22 birds placed on his firm, he has to do the 09:46:48  
23 biosecurity training? 09:46:50

24 A. Yes. 09:46:51

25 Q. So Hazel Lee had to do the 09:46:53

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1 biosecurity training to have birds placed 09:47:02  
2 at Hazel Lee? 09:47:05

3 A. Yes. Yes. 09:47:06

4 Q. I want to return now to some 09:47:07  
5 questions about your role as a flock 09:47:15  
6 advisor. 09:47:17

7 Was part of your job ensuring 09:47:18  
8 that animals were taken care of? 09:47:20

9 A. By animals, you mean Perdue 09:47:22  
10 animals, the birds, the chickens, yes. 09:47:29

11 Q. And how did you accomplish that 09:47:32  
12 part of your job? 09:47:33

13 A. It's a combination of just 09:47:34  
14 visiting the farm once a week and looking 09:47:41  
15 at the birds. 09:47:45

16 Q. You mentioned visiting the farms 09:47:46  
17 once a week, was that your typical schedule 09:47:54  
18 for visiting farms? 09:47:57

19 A. Yes. 09:47:58

20 Q. And was part of your job ensuring 09:47:59  
21 that all of Perdue's policies were being 09:48:10  
22 followed? 09:48:12

23 MS. WOOTEN: Object to form. You 09:48:15  
24 can answer. 09:48:17

25 A. No. Not all policies. I mean, I 09:48:17

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1 -- I don't deal with everything throughout 09:48:20  
2 the company, just basically the 09:48:23  
3 bird-related stuff. 09:48:28

4 Q. And what were the bird-related 09:48:29  
5 policies that you were responsible for? 09:48:31

6 A. Just the general welfare of the 09:48:32  
7 birds -- The biosecurity of the birds and 09:48:36  
8 the bird comfort or bird welfare. 09:48:38

9 Q. And did Perdue have policies 09:48:41  
10 related to bird comfort and bird welfare? 09:48:53

11 A. Yes. 09:48:56

12 Q. What were some of those policies? 09:48:59

13 A. There's a lot. I mean, there's 09:49:01  
14 -- I don't know where you want to start. 09:49:07  
15 But it's -- It's just a -- It's mainly just 09:49:09  
16 -- A lot of it is just the temperature in 09:49:20  
17 the house, the -- and that affects the bird 09:49:22  
18 comfort, either being too warm or too cool. 09:49:26

19 Q. So the temperature requirements 09:49:30  
20 might be one example? 09:49:33

21 A. Yes. 09:49:34

22 Q. What about lighting? 09:49:36

23 A. Yes. 09:49:38

24 Q. And did you train farmers on the 09:49:53  
25 temperature and the lighting policies? 09:49:57

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1 A. Well, it's not really training -- 09:50:00  
2 MS. WOOTEN: Sorry. I just 09:50:04  
3 sometimes I have to put an objection on the 09:50:06  
4 Record. I don't mean to interrupt you to 09:50:08  
5 stop the flow, but I just want to note the 09:50:10  
6 objection. You can answer. Sorry for 09:50:12  
7 interrupting. 09:50:14

8 A. It's not really training, it's 09:50:15  
9 just a light schedule or a temperature 09:50:19  
10 chart or a water pressure guideline. 09:50:27

11 Q. So you mentioned a light 09:50:31  
12 schedule, a temperature chart, a water 09:50:36  
13 pressure guideline, were those written 09:50:38  
14 down? 09:50:41

15 A. Yes. 09:50:41

16 Q. And how did you give those to the 09:50:42  
17 farmers? 09:50:48

18 A. They are written down or they're 09:50:49  
19 posted -- printed and posted on the wall at 09:50:53  
20 the chicken house. 09:50:58

21 Q. And do you have -- 09:51:00

22 A. And there's a book -- There's 09:51:01  
23 also a book, with all the papers in it 09:51:03  
24 also, like a little binder, little 09:51:06  
25 three-ring notebook. 09:51:12

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1 Q. And that book was given to 09:51:13  
2 farmers? 09:51:15

3 A. Yes. There's one at each farm. 09:51:16

4 Q. And were those guidelines posted 09:51:18  
5 at Hazel Lee? 09:51:24

6 A. Yes. 09:51:24

7 Q. And was that book given to Mr. 09:51:25  
8 Parker? 09:51:33

9 A. It should be in the control room 09:51:33  
10 at house number 1 at the farm. That's 09:51:34  
11 generally where it's at at each farm, is it 09:51:38  
12 at house number 1. 09:51:41

13 Q. And did you expect the farmers to 09:51:43  
14 comply with all these guidelines? 09:51:46

15 MS. WOOTEN: Object to form. You 09:51:49  
16 can answer. 09:51:50

17 A. Yeah. That's sort of the -- The 09:51:50  
18 goal is to grow a good chicken and here are 09:51:58  
19 some pointers on how to do that. So it's 09:52:02  
20 sort of a roadmap to -- to keep the birds 09:52:05  
21 comfortable and keep them alive and keep 09:52:10  
22 them, you know, secure. 09:52:12

23 Q. So you did expect the farmers to 09:52:13  
24 comply with them? 09:52:18

25 A. Yes. 09:52:18

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1 Q. And that included Mr. Parker? 09:52:19  
2 A. Yes. 09:52:22  
3 Q. Was part of your job ensuring 09:52:30  
4 that farmers followed all applicable laws? 09:52:32  
5 MS. WOOTEN: Object to form. You 09:52:35  
6 can answer. 09:52:37  
7 A. Laws? I -- You mean traffic 09:52:37  
8 laws? There's a lot of laws, so what laws 09:52:44  
9 specifically? 09:52:47  
10 Q. Laws that pertain -- that might 09:52:48  
11 pertain to this industry. 09:52:52  
12 A. I mean, I don't -- I don't know 09:52:54  
13 of any laws, specifically, that I was 09:52:58  
14 trying to enforce a law. 09:53:01  
15 Q. And if you're unsure, that's 09:53:13  
16 okay. 09:53:16  
17 A. Yeah. 09:53:16  
18 Q. Was part of your job ensuring 09:53:17  
19 that farmers produce a successful flock for 09:53:19  
20 Perdue? 09:53:22  
21 A. To do the -- To provide -- To 09:53:23  
22 grow the bird until it was able to be 09:53:28  
23 caught and brought to market, yes. 09:53:31  
24 Q. And how did you do that? 09:53:33  
25 A. It's mainly, the farmer is doing 09:53:37

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1 the doing. I'm just checking on the bird 09:53:45  
2 health or they would communicate with me 09:53:48  
3 any questions or concerns they had about -- 09:53:50  
4 about the chickens. 09:53:53

5 Q. What were your qualifications for 09:53:55  
6 -- What are your qualifications for your 09:54:05  
7 role as flock advisor? 09:54:08

8 A. Just the Perdue training is -- 09:54:09  
9 You know, it's kind of on-the-job training. 09:54:15  
10 I don't have a degree or a -- a poultry 09:54:19  
11 science degree or an animal science degree. 09:54:22

12 Q. And you mentioned you didn't have 09:54:25  
13 prior experience in poultry production? 09:54:27

14 A. No. But a lot of it is just -- 09:54:29  
15 is scheduling and communicating the 09:54:33  
16 placement times or catch times. So a lot 09:54:36  
17 of it is just communicating those -- that 09:54:38  
18 information to the farm. 09:54:41

19 Q. And you've used those terms 09:54:44  
20 before, placement and catch. Can you tell 09:54:46  
21 me what those mean? 09:54:48

22 A. Placement is just generally just 09:54:50  
23 a day that the baby birds arrive on the 09:54:53  
24 farm for that flock. 09:54:58

25 Q. And what about catch? 09:54:59

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1           A.     Well, catch is just a day that       09:55:00  
2     they catch them to harvest them. And       09:55:03  
3     that's known as a flock, from placement to   09:55:08  
4     catch, that would -- it's what we call an   09:55:11  
5     entire flock.                                       09:55:14

6           Q.     Have your responsibilities as a   09:55:16  
7     flock advisor changed over time?               09:55:25

8           A.     I mean, everything changes, so   09:55:27  
9     yes.   09:55:32

10          Q.     How have they changed?              09:55:33

11          A.     We'll have different farms,       09:55:35  
12     different farmers, different equipment,   09:55:41  
13     different -- different controllers,       09:55:47  
14     different -- you know, that's -- So the   09:55:49  
15     equipment changes, it's constantly       09:55:52  
16     changing; the equipment is different.       09:55:54

17          Q.     And that's because different   09:56:00  
18     farms have different equipment?              09:56:02

19          A.     Yes. Different farms have       09:56:03  
20     different equipment. And sometimes each   09:56:05  
21     house on individual farms have different   09:56:15  
22     equipment. You can have six houses and   09:56:17  
23     they all have something different in each   09:56:20  
24     house.    09:56:23

25          Q.     So the primary way your role has   09:56:23

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1 changed is by serving different farms? 09:56:25

2 A. Yeah. Different farms, different 09:56:27  
3 farmers, different locations. I mean, I 09:56:29  
4 have different routes, so I may have went 09:56:32  
5 to Millidgeville or I may be going to 09:56:34  
6 Montezuma or Barnesville. So it changes 09:56:37  
7 because we change routes, so we see 09:56:41  
8 different farms and different farmers. 09:56:43

9 Q. Have your general 09:56:45  
10 responsibilities stayed the same? 09:56:47

11 A. Yes. It's just more -- just more 09:56:48  
12 of it. Just more -- you know, more farms. 09:56:54

13 Q. And in your role as flock 09:57:10  
14 advisor, are you responsible for a certain 09:57:12  
15 region? 09:57:14

16 A. Yeah. Well, we call it a route, 09:57:14  
17 but it's -- Yes. I have a certain number 09:57:16  
18 of farms, but they could be in different 09:57:18  
19 ZIP codes, you know. 09:57:21

20 Q. And what route are you 09:57:22  
21 responsible for right now? 09:57:24

22 A. Well, we don't really have a name 09:57:27  
23 or a number for it. But I just have a -- I 09:57:29  
24 currently have a route of about twelve 09:57:33  
25 farms that I visit. 09:57:36

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1 Q. In that 2012 to 2019 time frame, 09:57:38  
2 Hazel Lee was on your route? 09:57:45  
3 A. Yes. 09:57:48  
4 Q. And if a farm is on your route, 09:57:48  
5 it means that you are responsible for it? 09:57:55  
6 A. Well, it means that I -- Yes. 09:57:57  
7 They call me if they have questions or 09:57:59  
8 needs or concerns, or wanting to know 09:58:01  
9 placement times or catch times. 09:58:04  
10 Q. Were there twelve farms on your 09:58:06  
11 route in that time frame? 09:58:12  
12 A. Probably at least twelve. 09:58:14  
13 Q. Did you spend more time at 09:58:16  
14 certain farms, over others? 09:58:18  
15 A. Yes. 09:58:21  
16 Q. Was Hazel Lee one of those farms? 09:58:23  
17 A. It was further away from -- you 09:58:27  
18 know, as far as the route goes, 09:58:35  
19 distance-wise, so I think it was the 09:58:38  
20 furthest away from -- so I spent a lot of 09:58:39  
21 time driving over there. 09:58:43  
22 Q. So you didn't spend as much time 09:58:44  
23 at Hazel Lee because it was further away? 09:58:52  
24 A. I don't really know, more or 09:58:54  
25 less. Just try to be there at least once a 09:58:59

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1 week to check on things. 09:59:01

2 Q. And does your route change? 09:59:02

3 A. Well, yeah. I don't have the 09:59:11  
4 same route now. I mean, this is 20- -- Is 09:59:13  
5 that what you're asking? 09:59:17

6 Q. Maybe that was a confusing 09:59:19  
7 question. 09:59:20

8 You mentioned that your route 09:59:21  
9 consists of certain farms. How did the 09:59:22  
10 farms on your route change? Is that a 09:59:26  
11 determination by Perdue? Who makes that 09:59:28  
12 decision? 09:59:30

13 A. It would usually change if we had 09:59:30  
14 a personnel change, if we had a new hire or 09:59:32  
15 if someone retired or left, then we would 09:59:37  
16 take that route and divide it up. We had a 09:59:41  
17 person that retired, so when she retired, 09:59:44  
18 we took that route, and we got an 09:59:48  
19 additional farm or two. Or if they hired 09:59:51  
20 someone else, they may change a route. 09:59:53

21 Q. Who did you report to in that 09:59:56  
22 2012 to 2019 time frame? 10:00:04

23 A. I think it depends on -- 2012, 10:00:06  
24 probably Dan Roberts. But then also, 10:00:12  
25 later, would have been Kathryn. I'm not 10:00:17

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1	sure when Kathryn Mizell started with	10:00:19
2	Perdue.	10:00:26
3	Q. Anyone else?	10:00:27
4	A. That's who I directly report to.	10:00:28
5	Q. And what were their roles?	10:00:32
6	A. They're an area supervisor.	10:00:36
7	Q. Did anyone report to you?	10:00:40
8	A. No. I have no -- nobody that	10:00:45
9	reports to me.	10:00:49
10	Q. You said they were your direct	10:00:49
11	reports, would -- did you report to anyone	10:00:52
12	else indirectly?	10:00:57
13	A. Maybe above that, you may have	10:00:58
14	some -- you know, my communication -- by	10:01:03
15	reports, you mean emails or telephone	10:01:07
16	calls. So, yes, there's other people I	10:01:10
17	communicate with, but not on a regular	10:01:12
18	basis. I mean, maybe, I might go weeks	10:01:15
19	without talking to the grow-out manager or	10:01:20
20	the -- anyone above -- above Dan or	10:01:23
21	Kathryn.	10:01:29
22	Q. You mentioned that you visited	10:01:30
23	the farms on your route at least once a	10:01:38
24	week; right?	10:01:40
25	A. Well, generally, a week and	10:01:41

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1 sometimes it may -- you may -- it may be 10:01:45  
2 two weeks before you get back over there. 10:01:48

3 Q. And you documented your visits to 10:01:50  
4 the farms? 10:01:53

5 A. Yes. 10:01:54

6 Q. And earlier we looked at a flock 10:01:54  
7 visitation report. 10:01:59

8 A. (Witness nods head in the 10:02:00  
9 affirmative.) 10:02:03

10 Q. Just a reminder, can you give it 10:02:03  
11 out loud for me? 10:02:08

12 A. Yes. 10:02:09

13 Q. Thank you. 10:02:10

14 So that's one kind of 10:02:10  
15 documentation you would use for your 10:02:12  
16 visits? 10:02:14

17 A. Yes. 10:02:14

18 Q. What was the purpose of those 10:02:15  
19 reports? 10:02:17

20 A. Well, just the -- To be sure that 10:02:17  
21 I was there, someone was looking at the 10:02:22  
22 chickens. Just to check on the status of 10:02:24  
23 how they were doing. 10:02:27

24 Q. You said to make sure someone was 10:02:28  
25 looking at the chickens, so Perdue likes 10:02:33

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1 somebody to -- 10:02:36

2 A. Yeah. A Perdue representative, 10:02:37  
3 yes. 10:02:39

4 MS. WOOTEN: I just note an 10:02:40  
5 objection to form. Mr. Norris, just a 10:02:41  
6 reminder to allow counsel to finish her 10:02:44  
7 question before responding so everything is 10:02:49  
8 clear on the Record. 10:02:51

9 THE WITNESS: Okay. 10:02:52

10 Q. I think you answered my question, 10:02:53  
11 but just to be sure: Perdue liked having a 10:02:54  
12 representative keep an eye on the chickens 10:02:57  
13 and the reports made sure of that? 10:03:00

14 MS. WOOTEN: Same objection. You 10:03:03  
15 can answer. 10:03:04

16 A. Yes. 10:03:04

17 Q. Did the report serve any other 10:03:05  
18 purpose? 10:03:09

19 A. Yeah. You make notes on there if 10:03:09  
20 there was things that were -- needed to be 10:03:14  
21 changed or, you know, corrected. 10:03:17

22 Q. And if you made a note about 10:03:24  
23 something that needed to be changed or 10:03:25  
24 corrected, did you expect the farmer to 10:03:27  
25 change or correct that thing? 10:03:30

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1 A. Yes. 10:03:32

2 Q. What did you do with the reports 10:03:33

3 when they were complete? 10:03:39

4 A. Give a copy to the farm or the 10:03:41

5 farmer. 10:03:45

6 Q. Did you give a copy to your 10:03:45

7 supervisor? 10:03:48

8 A. Well, yes, weekly or monthly, you 10:03:49

9 would turn them in, you know. 10:03:54

10 Q. Any other documentation you 10:04:00

11 created when you visited farms? 10:04:03

12 A. No. 10:04:05

13 Q. What about farm visitor logs? 10:04:07

14 A. Well, that's really just for 10:04:12

15 biosecurity. But it's a log that I sign 10:04:15

16 into when I visit a farm. 10:04:20

17 Q. So the purpose was for 10:04:23

18 biosecurity? 10:04:25

19 A. Yes. 10:04:25

20 Q. That's it, no other purpose? 10:04:26

21 A. No. That's what it says at the 10:04:31

22 top of the form is a biosecurity form. 10:04:36

23 It's just so we know who's there; if there 10:04:39

24 was an illness or an outbreak of something, 10:04:42

25 we would -- we can look and say who was 10:04:44

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1 here -- who was here previously. 10:04:46  
2 Q. And is that form produced by 10:04:47  
3 Perdue? 10:04:50  
4 A. Yes. 10:04:51  
5 Q. And are the farmers required to 10:04:52  
6 keep that form on their farms? 10:04:56  
7 A. It's really just a Perdue form. 10:04:58  
8 They don't sign it or sign into the farm 10:05:02  
9 when they visit. It's for Perdue personnel 10:05:05  
10 or outside personnel that visit the farm, 10:05:10  
11 so they're not a visitor. It's a visitor 10:05:13  
12 log. 10:05:17  
13 Q. I understand. 10:05:17  
14 What did you do with those logs? 10:05:21  
15 A. I would sign in at the farm; when 10:05:24  
16 I would arrive at the farm, I would sign in 10:05:29  
17 to the visitor's log. 10:05:32  
18 Q. Did you provide a copy to your 10:05:33  
19 supervisor or anything like that? 10:05:36  
20 A. We do save those visitor's logs. 10:05:37  
21 Q. We talked about flock visitation 10:05:51  
22 sheets and farm visitor logs. Were these 10:05:55  
23 documents about farms maintained in any 10:05:58  
24 particular way, perhaps in a grower file? 10:06:01  
25 A. I'm not sure that all flock 10:06:03

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1       advisors save them. It's really just for     10:06:06  
2       during the flock that they're -- they're     10:06:11  
3       used. And say -- You know, so we know who     10:06:13  
4       was there during that flock, during that     10:06:18  
5       grow-out of that particular flock.             10:06:20

6           Q.     Okay. I have a few questions now     10:06:23  
7       about some of Perdue's policies. And we've     10:06:28  
8       talked about some of these already, but I'm     10:06:31  
9       going to ask you about a few others. And     10:06:32  
10      your role as a flock advisor requires you     10:06:35  
11      to be familiar with Perdue's policies;     10:06:39  
12      right?   10:06:42

13           A.     Yes.                                     10:06:42

14           Q.     And we talked about biosecurity     10:06:42  
15       and animal welfare policies already;     10:06:48  
16       correct?   10:06:52

17           A.     Yes.                                     10:06:52

18           Q.     Did Perdue have any policies     10:06:52  
19       about requiring certain farming equipment     10:06:56  
20       on farms?   10:06:59

21           A.     Just the equipment just to feed     10:07:01  
22       -- that pertains to the chickens, yes.     10:07:08

23           Q.     What was that policy?                 10:07:17

24           A.     Well, it was just to help them --     10:07:18  
25       have equipment to feed and water the birds     10:07:24

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1 and to keep them comfortable. I mean, it's 10:07:26  
2 farm equipment. 10:07:28

3 Q. Did Perdue require certain types 10:07:29  
4 of farm equipment? 10:07:31

5 MS. WOOTEN: Object to form. You 10:07:32  
6 can answer. 10:07:33

7 A. No. Not -- Not certain brand 10:07:33  
8 names or manufacturers, no. 10:07:38

9 Q. And what about a policy on rodent 10:07:42  
10 control, did Perdue have one of those? 10:07:52

11 A. Yes. We have to have rodent 10:07:56  
12 control on the farms, for biosecurity and 10:07:59  
13 for -- for damage to the -- to the farms; 10:08:02  
14 there could be electrical damage or rodent 10:08:06  
15 -- you know, rodent damage. 10:08:09

16 Q. What was the purpose of those 10:08:12  
17 policies? 10:08:17

18 MS. WOOTEN: Object to form. 10:08:18

19 A. The policy is just to have rodent 10:08:19  
20 control in place for each farm and for each 10:08:24  
21 house on the farm. 10:08:28

22 Q. Was it for the welfare of the 10:08:30  
23 birds? 10:08:33

24 A. Yes. So there's biosecurity and 10:08:34  
25 -- and for welfare, but mainly biosecurity. 10:08:38

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1 You don't want any other animals, including 10:08:46  
2 rodents. 10:08:50

3 Q. And that policy was provided to 10:08:51  
4 Hazel Lee? 10:08:54

5 MS. WOOTEN: Object to form. You 10:08:55  
6 can answer. 10:08:56

7 A. Yes. 10:08:56

8 Q. And did you expect the farmer -- 10:08:57  
9 Mr. Parker or the other individuals at 10:09:02  
10 Hazel Lee to comply with it? 10:09:03

11 A. Yes. 10:09:05

12 Q. What about seasonal guidelines? 10:09:05  
13 And by that I mean, did Perdue require its 10:09:15  
14 farmers to prepare in a certain way for 10:09:18  
15 each season, like winter or summer? 10:09:21

16 MS. WOOTEN: Object to form. You 10:09:24  
17 can answer. 10:09:26

18 A. Yes. Yes, we have -- you know, a 10:09:26  
19 winter temperature and we have a summer 10:09:29  
20 temperature. Different settings for the 10:09:33  
21 summer versus the winter. 10:09:35

22 Q. And are those settings written 10:09:37  
23 down somewhere? 10:09:39

24 A. Yes. In the control rooms in 10:09:39  
25 each house. 10:09:44

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1	Q.	And were they in the control	10:09:45
2		rooms at Hazel Lee?	10:09:46
3	A.	Yes.	10:09:47
4	Q.	Were there any other documents	10:09:48
5		used as part of that process?	10:09:57
6	A.	No. Not that -- Not for	10:09:59
7		temperatures, no.	10:10:02
8	Q.	What about a checklist for	10:10:03
9		winterization or for summer readiness?	10:10:06
10	A.	Yes.	10:10:15
11	Q.	And what did these temperature	10:10:16
12		settings or these readiness checklists,	10:10:17
13		what purpose do they serve?	10:10:21
14	A.	Well, just for -- to keep the	10:10:23
15		birds comfortable, depending on the	10:10:25
16		weather.	10:10:27
17	Q.	So keeping the birds comfortable,	10:10:27
18		that's also an animal welfare policy?	10:10:29
19	A.	Yes.	10:10:32
20	Q.	Do these policy -- Are these	10:10:33
21		policies related to any biosecurity	10:10:37
22		purpose?	10:10:39
23		MS. WOOTEN: Object to form. You	10:10:41
24		can answer.	10:10:42
25	A.	Well, it's mainly just a welfare	10:10:43

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1	of the . . .	10:10:50
2	Q. Mainly just animal welfare?	10:10:53
3	A. Yes.	10:10:56
4	Q. And you expected Hazel Lee to	10:10:56
5	follow the temperature settings and the	10:10:58
6	readiness process?	10:11:00
7	A. Yes.	10:11:02
8	Q. What if Hazel Lee or another farm	10:11:03
9	didn't follow that process?	10:11:11
10	A. They would not have a good flock;	10:11:12
11	the birds would not perform, they will not	10:11:16
12	gain the weight that they need and the	10:11:21
13	target -- they would be underweight if they	10:11:24
14	didn't have the correct -- you know, if	10:11:27
15	they weren't ready for that weather.	10:11:29
16	Q. So the birds would be	10:11:34
17	underweight?	10:11:36
18	A. Right.	10:11:36
19	Q. Would there be any other	10:11:37
20	consequences?	10:11:38
21	A. Well, of course, if they're	10:11:39
22	underweight, then the farm will not receive	10:11:46
23	as much money because the weight -- they	10:11:48
24	get paid by the pound.	10:11:50
25	Q. On that subject, how does Perdue	10:11:54

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1 determine the payment owed to growers? 10:12:09  
2 A. That would be determined in their 10:12:13  
3 payment schedules that they sign with 10:12:19  
4 Perdue. 10:12:21  
5 Q. So farmers sign a payment 10:12:22  
6 schedule? 10:12:25  
7 A. Yes. 10:12:26  
8 Q. Are they able to negotiate their 10:12:29  
9 pay? 10:12:34  
10 A. I don't know. 10:12:36  
11 Q. Is that payment schedule 10:12:39  
12 dependent on each flock? 10:12:43  
13 A. The payment schedule is the same 10:12:46  
14 per pound, per flock. 10:12:50  
15 Q. You said it's the same per pound. 10:12:55  
16 Can you explain to me how it works based on 10:12:59  
17 the weight of the birds? 10:13:01  
18 A. Yes. It's the weight of the bird 10:13:06  
19 times the payment, and that's how they 10:13:12  
20 determine their pay. 10:13:14  
21 Q. So Perdue determines the payment 10:13:16  
22 owed to farmers by calculating the weight 10:13:21  
23 of the bird times the payment amount, and 10:13:23  
24 that calculation is set forth in the 10:13:29  
25 payment schedule? 10:13:31

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1 A. Yes. It's . . . 10:13:32  
2 Q. Did you have something to add? 10:13:43  
3 A. It's an agreed-to amount that the 10:13:44  
4 farmer signs to agree to take birds. And 10:13:46  
5 they receive the X amount of dollars per 10:13:50  
6 pound. 10:13:54  
7 Q. Do you know when the farmer signs 10:13:54  
8 that schedule? 10:13:57  
9 A. They sign it when they initially 10:13:58  
10 grow birds; the very first time they ever 10:14:02  
11 place -- before they place birds, they sign 10:14:05  
12 a producer -- a producer agreement, and 10:14:08  
13 then there's a payment schedule signed 10:14:11  
14 then. 10:14:16  
15 Q. So they sign it as part of their 10:14:16  
16 poultry producer agreement with Perdue? 10:14:19  
17 A. Yes. 10:14:21  
18 Q. Are you familiar with the term 10:14:23  
19 six-flock average? 10:14:25  
20 A. Yes. 10:14:26  
21 Q. What does that refer to? 10:14:27  
22 A. It refers to their six-flock 10:14:29  
23 average, is what it is. 10:14:36  
24 Q. Can you put it another way? 10:14:38  
25 A. It's -- It's a six-flock average 10:14:39

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1 of the previous six flocks that they've 10:14:44  
2 grown for Perdue. So as they grow flocks, 10:14:48  
3 that number changes, as they grow 10:14:54  
4 additional flocks. 10:15:00

5 So a person on their very first 10:15:01  
6 flock would have a one-flock average, they 10:15:04  
7 wouldn't have a six-flock average. And 10:15:06  
8 then the second flock, it's really a 10:15:08  
9 two-flock average. But it's just an 10:15:12  
10 average of the last six flocks, previous 10:15:14  
11 six flocks. 10:15:17

12 Q. And does the average refer to the 10:15:18  
13 weight of the birds or is it the weight of 10:15:20  
14 the birds times the payment amount? 10:15:21

15 A. It's an average of how they did 10:15:23  
16 with the flock or the previous six flocks. 10:15:28

17 Q. Of how they did, in terms of the 10:15:33  
18 weight of the birds? 10:15:35

19 A. Yes. It has the -- Well, it will 10:15:37  
20 have the farm weight, the total weight, the 10:15:40  
21 average weight per flock. 10:15:42

22 Q. Okay. And would Perdue sometimes 10:15:45  
23 use the six-flock average to determine a 10:15:50  
24 farmer's compensation? 10:15:53

25 A. I think they do, yes. I don't 10:15:55

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1 pay -- I'm not involved with the payment 10:15:59  
2 schedules or the -- or the settlements that 10:16:02  
3 are paid to farmers. That's above what I 10:16:06  
4 -- what I do. 10:16:10

5 Q. So you're not involved at all 10:16:11  
6 with farmer compensation? 10:16:13

7 A. No. I don't -- I don't do the 10:16:16  
8 settlements. 10:16:20

9 Q. You don't -- I'm sorry. Go 10:16:20  
10 ahead. 10:16:23

11 A. No, I don't do the settlements, 10:16:23  
12 the checks, if you want to call it that. 10:16:26

13 Q. You don't review settlement 10:16:30  
14 statements? 10:16:32

15 A. Well, I may -- I may read them so 10:16:32  
16 -- if the farmer wants to know how they 10:16:37  
17 did. But I don't produce those or enter 10:16:41  
18 numbers into those. 10:16:45

19 Q. You might read them at the 10:16:46  
20 request of a farmer, for example? 10:16:48

21 A. Yes. 10:16:49

22 Q. Is that the only way you would be 10:16:55  
23 involved in something related to 10:16:57  
24 compensation? 10:17:00

25 A. You know, I will see -- I'll see 10:17:01

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1       the settlements, you know, for the farms           10:17:03  
2       that are on my route, to know how they --       10:17:08  
3       how much they're getting paid for that       10:17:12  
4       flock. And I usually will communicate the       10:17:14  
5       dollar amount, because that's usually what       10:17:17  
6       they want to know is how much am I getting   10:17:19  
7       paid. And I can -- I can go and look.          10:17:22  
8       Once everything is settled, the settlement       10:17:25  
9       for that week, I can look at that dollar       10:17:27  
10      amount and let them know how much is being     10:17:30  
11      deposited into the bank.                           10:17:33

12           Q.     You might review the settlement       10:17:34  
13      statements, but you're not involved at all       10:17:37  
14      with the numbers that go into them?            10:17:38

15           A.     No.                                       10:17:40

16           Q.     To go back to that six-flock       10:17:41  
17      average, when would --                           10:17:48

18   (Off-the-Record       10:17:48  
19   discussion held.)    10:18:06

20           Q.     To go back to that six-flock       10:18:06  
21      average, when would that be used to        10:18:08  
22      determine farmer compensation?               10:18:10

23           A.     Usually used if there's a --       10:18:11  
24      let's say a disaster, say they lose a house   10:18:17  
25      of birds to a storm or something, they'll     10:18:20

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1 pay them the six-flock average, the farm is 10:18:25  
2 paid their six-flock average. So we give 10:18:28  
3 them what they're normally making. 10:18:31

4 Q. So it's typically only if there's 10:18:32  
5 some kind of disaster or something outside 10:18:35  
6 the farmer's control? 10:18:37

7 A. Yeah. Or if we -- Yes. 10:18:39

8 Q. Any other circumstances? 10:18:42

9 A. If there's a biosecurity, you 10:18:46  
10 know, problem -- We haven't had this here, 10:18:50  
11 but I'm sure if they had bird flu 10:18:55  
12 somewhere, they would pay that farm their 10:18:57  
13 six-flock average, if we had to, you know, 10:19:02  
14 do something in the case of bird flu. 10:19:05

15 Q. Could a farmer -- Sorry, let me 10:19:16  
16 rephrase my question. 10:19:20

17 You talked earlier about farms 10:19:21  
18 having different equipment; right? 10:19:23

19 A. Yes. 10:19:24

20 Q. Assuming that two farms had the 10:19:29  
21 same equipment, is the only way that one 10:19:32  
22 farm could receive higher pay than the 10:19:34  
23 other farm would be that their birds 10:19:37  
24 weighed more? 10:19:39

25 A. Yes. It's paid by weight. But 10:19:40

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1 not all two -- not all farms are the same. 10:19:49

2 So you have -- There's no two farms 10:19:54  
3 identical to each other. 10:19:56

4 Q. Is there any other way that a 10:19:59  
5 farmer could receive higher pay if they had 10:20:01  
6 the same equipment as their neighbor? 10:20:03

7 A. Are you referring to tier pay? 10:20:06

8 Q. I do have some questions about 10:20:15  
9 tier pay. It sounds like -- It sounds like 10:20:17  
10 you're familiar with that system? 10:20:21

11 A. The base pay is the same, they 10:20:22  
12 get paid the same base pay per pound. 10:20:25

13 Q. Well, tell me about the tier pay. 10:20:28  
14 Tell me how that works. 10:20:34

15 A. Well, there's different -- 10:20:35  
16 There's different tiers of housing. So we 10:20:38  
17 have a tier one, tier two, tier three, tier 10:20:48  
18 four. 10:20:52

19 Q. And what does each tier mean? 10:20:53

20 A. Like the tier one is an older -- 10:20:56  
21 an older farm, and the tier four being a 10:20:59  
22 newer farm. 10:21:03

23 Q. And how does each tier impact 10:21:05  
24 farmer pay? 10:21:07

25 A. Well, it's an additional pay. I 10:21:08

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1 don't know that it -- that it's an impact. 10:21:15

2 But it's a big -- They all receive the base 10:21:18

3 pay per pound, and then a house with newer 10:21:22

4 or better or more equipment will receive 10:21:26

5 compensation for their equipment, because 10:21:29

6 that equipment allows for more bird 10:21:34

7 comfort. It usually refers to air speed. 10:21:37

8 Q. So tiers one through four receive 10:21:42

9 the same base pay, but tier one receives 10:21:44

10 lower pay than tier four, additional pay? 10:21:47

11 A. Well, they all start with the 10:21:52

12 same base pay, and then the tier one 10:21:55

13 receives additional pay, and then the tier 10:21:58

14 two receives additional pay. So we're not 10:22:02

15 taking money away, we're adding money for 10:22:05

16 the tier levels. 10:22:09

17 Q. But tier two receives more 10:22:11

18 additional pay than tier one, for example? 10:22:15

19 A. Yes. 10:22:17

20 Q. Who decides the farmer can move 10:22:17

21 to a higher tier? 10:22:21

22 A. Usually they are -- The farm is 10:22:24

23 built -- We still have tier-one farms. 10:22:27

24 We're -- They're not required to be a two, 10:22:34

25 three, four. I mean, we still have a tier 10:22:38

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1 one that grows chickens for us. 10:22:40

2 Q. So a farmer can decline to move 10:22:42  
3 to a higher tier; they don't have to move 10:22:48  
4 up if they don't want to? 10:22:51

5 A. No, they don't. They don't have 10:22:53  
6 to move up. 10:22:55

7 Q. But if they do want to move up, 10:22:56  
8 how does that process work? 10:22:59

9 A. You would talk with the housing 10:23:01  
10 manager for our complex and see what would 10:23:07  
11 be needed to get to the next level. 10:23:12

12 Q. Does Perdue have specific 10:23:17  
13 requirements about equipment or setting up 10:23:22  
14 houses that apply to all of the tiers? 10:23:26

15 A. Yeah. There's a base -- It's 10:23:29  
16 basically all houses are at least tier one, 10:23:32  
17 obviously. And then there are additional 10:23:36  
18 things that can be done to make you a tier 10:23:40  
19 two, tier three, or four. 10:23:44

20 Q. Could a farmer use their houses 10:23:48  
21 to grow birds for multiple companies at the 10:23:53  
22 same time? 10:23:56

23 A. Not at the same time. 10:23:56

24 Q. What about on a rotating 10:24:06  
25 schedule, so grow one flock for Perdue and 10:24:08

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1 one flock for a different company? 10:24:11  
2 A. Yes. That's possible. 10:24:13  
3 Q. So that would be allowed? 10:24:14  
4 A. Yeah. It would be allowed. We 10:24:16  
5 don't -- I don't think we have any in this 10:24:22  
6 complex that does that. 10:24:24  
7 Q. What do you mean by "this 10:24:26  
8 complex"? 10:24:28  
9 A. Well, I mean in the Perry area or 10:24:28  
10 Forsyth, Georgia. 10:24:32  
11 Q. Do you know of any in any area? 10:24:33  
12 A. You mean any with Perdue? 10:24:36  
13 Q. Yeah. 10:24:41  
14 A. I don't -- I only know about the 10:24:42  
15 Forsyth area. 10:24:47  
16 Q. Could farmers use their houses to 10:24:49  
17 raise birds for Perdue and raise other 10:24:54  
18 animals? 10:24:57  
19 A. No. It's a poultry house. 10:24:57  
20 Q. Because it would raise 10:25:06  
21 biosecurity concerns? 10:25:08  
22 A. Yes. 10:25:09  
23 Q. Would it raise biosecurity 10:25:09  
24 concerns for a farmer to do a rotating 10:25:12  
25 schedule to raise one flock for another 10:25:14

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1 company and then one flock for Perdue? 10:25:18

2 A. Yes, it might. But we don't -- I 10:25:20  
3 don't have any that rotate for other 10:25:26  
4 companies. 10:25:28

5 Q. Is it fair to say that if a 10:25:29  
6 farmer has a contract with Perdue, their 10:25:36  
7 poultry houses can only be used to grow 10:25:38  
8 birds for Perdue? 10:25:41

9 MS. WOOTEN: Object to form. You 10:25:43  
10 can answer. 10:25:44

11 A. As long as there are Perdue birds 10:25:44  
12 there, there can't be other company -- 10:25:51  
13 other types of animals grown there. 10:25:53

14 Q. So to do that rotating schedule 10:25:55  
15 we just talked about, their contract with 10:25:59  
16 Perdue would have to be over? 10:26:01

17 MS. WOOTEN: Object to form. You 10:26:03  
18 can answer. 10:26:06

19 A. We don't have any rotating 10:26:06  
20 contracts that I know of. 10:26:08

21 Q. So that doesn't exist? 10:26:09

22 MS. WOOTEN: Object to form. You 10:26:13  
23 can answer. 10:26:15

24 A. Not that I know of in Forsyth. 10:26:15

25 Q. Did you, as a flock advisor, ever 10:26:19

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1 receive quarterly bonuses? 10:26:25  
2 A. Yes. 10:26:27  
3 Q. How are those bonuses calculated? 10:26:28  
4 A. They're -- The bonus is based on 10:26:35  
5 mortality, livability, the feed conversion 10:26:43  
6 of the birds. 10:26:48  
7 Q. What about farm improvements? 10:26:49  
8 A. We don't -- We don't -- We're not 10:26:53  
9 paying for any farm improvement bonuses. 10:26:58  
10 Q. That's not a factor in the 10:27:00  
11 bonuses? 10:27:03  
12 A. I don't receive farm improvement 10:27:03  
13 bonuses now. 10:27:16  
14 Q. What about in the past? 10:27:17  
15 A. Yes. 10:27:18  
16 Q. And in the past, what did farm 10:27:19  
17 improvements refer to in a bonus? 10:27:21  
18 A. A farm improvement would be a -- 10:27:23  
19 if someone went from -- it's usually an air 10:27:29  
20 speed upgrade or a new -- new drinkers or 10:27:32  
21 an improvement to the farm. 10:27:42  
22 Q. Would it if someone moved from 10:27:45  
23 tier one to tier two? 10:27:50  
24 A. It could be. 10:27:52  
25 Q. So if you have a farmer who moves 10:27:53

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1 tiers, you also benefit? 10:27:55

2 MS. WOOTEN: Object to form. You 10:27:58

3 can answer. 10:27:59

4 A. I may not -- I may or may not. I 10:27:59

5 don't receive any benefit or any bonus for 10:28:09

6 that now. 10:28:13

7 Q. But in the past? 10:28:13

8 A. In the past, if someone did an 10:28:15

9 air speed improvement, then yes. 10:28:19

10 Q. And air speed improvements are 10:28:25

11 part of the tiers? 10:28:30

12 A. That's part of it, yeah. 10:28:31

13 Q. And do you know why that changed? 10:28:32

14 You said that's not the case anymore. 10:28:33

15 A. Well, most of our houses or at -- 10:28:36

16 Most of our houses are at tier three or 10:28:40

17 tier four. There's not really any more 10:28:42

18 improvements to be had. 10:28:47

19 So most are at tier three are 10:28:49

20 going to stay at a tier three and most that 10:28:51

21 are tier four were built -- a lot of houses 10:28:55

22 are built as the current tier that they're 10:28:58

23 at. If they were built a tier four, 10:29:00

24 they're still a tier four. 10:29:02

25 Q. So the fact that you're not 10:29:04

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1 receiving farm improvement bonuses anymore 10:29:06  
2 is more so because of the tiers of the farm 10:29:10  
3 on your route? 10:29:12

4 MS. WOOTEN: Object to form. You 10:29:15  
5 can answer. 10:29:16

6 A. Yes. I -- I don't -- I don't 10:29:16  
7 know why we don't receive that bonus for 10:29:21  
8 that anymore, other than the farms were 10:29:23  
9 pretty much staying the same. 10:29:26

10 Q. We've been talking about payment 10:29:29  
11 and compensation. I'm going to go back to 10:29:53  
12 a few questions about training. 10:29:55

13 Did you undergo training on 10:29:58  
14 Perdue's policies and its requirements for 10:30:00  
15 its farmers? 10:30:02

16 MS. WOOTEN: Object to form. You 10:30:03  
17 can answer. 10:30:04

18 A. You mean the biosecurity training 10:30:04  
19 or the animal welfare training? I do -- 10:30:10  
20 get the same training that the farmers get. 10:30:19  
21 You know it's a yearly or an annual 10:30:22  
22 training. 10:30:24

23 Q. Do you get any additional 10:30:24  
24 training, beyond what the farmers receive? 10:30:25

25 A. Sometimes a controller training, 10:30:29

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1 a class on how to set up a controller, the 10:30:33  
2 controller being the computer in the house 10:30:39  
3 that monitors the temperatures. 10:30:40

4 Q. And who trained you for these 10:30:46  
5 trainings? 10:30:48

6 A. Usually it's an outside -- a 10:30:49  
7 vendor that has that particular -- the 10:30:56  
8 manufacturer of that particular equipment, 10:30:58  
9 whether it was a Rotem or a Chore Time, 10:31:00  
10 these are just controllers that we have 10:31:07  
11 that -- We have different ones. You can 10:31:10  
12 put whatever you want in a house, different 10:31:12  
13 manufacturers. So usually it's a 10:31:14  
14 manufacturer that makes that product, would 10:31:16  
15 show how to make changes within the -- 10:31:19  
16 within the controller. 10:31:22

17 Q. What about the training you 10:31:23  
18 received on biosecurity and animal welfare, 10:31:26  
19 who gave you those trainings? 10:31:29

20 A. Perdue. 10:31:31

21 Q. And were these trainings 10:31:35  
22 required? 10:31:37

23 A. Yeah. Anyone that handles the 10:31:37  
24 live chickens has to do the biosecurity. 10:31:41

25 Q. Are you familiar with Best 10:31:44

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1	Management Practices, or BMPs?	10:31:49
2	A. Yes.	10:31:51
3	Q. What are those?	10:31:51
4	A. BMPs are just ways to achieve --	10:31:52
5	It's just the best management -- best	10:32:01
6	practice is what it is, is literally what	10:32:03
7	it's described; the best practice for the	10:32:07
8	farm or for the birds.	10:32:10
9	Q. Are the BMPs in the area of	10:32:12
10	biosecurity and animal welfare or are they	10:32:19
11	in other areas?	10:32:22
12	A. Yes. It's biosecurity and it's	10:32:23
13	-- And, of course, the rest is all, you	10:32:27
14	know, animal welfare. So it's usually that	10:32:29
15	you're going to hear that consistently is	10:32:31
16	biosecurity and animal welfare, because	10:32:35
17	they kind of go hand in hand. If you don't	10:32:38
18	have biosecurity, you don't have animal	10:32:42
19	welfare either.	10:32:44
20	(Plaintiff's Exhibit	10:32:44
21	37 was marked for	10:32:44
22	identification.)	10:32:53
23	Q. I am going to share my screen	10:32:53
24	again, so give me one moment.	10:32:55
25	Okay. Mr. Norris, can you see my	10:33:09

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1 screen? 10:33:13

2 A. Yes, I see it. 10:33:13

3 Q. I am showing you what I am 10:33:14

4 marking as Plaintiff's Exhibit 37. This 10:33:16

5 document begins with Bates number Perdue 10:33:19

6 001666. 10:33:23

7 Mr. Norris, have you seen this 10:33:27

8 document before? 10:33:33

9 A. I don't -- I don't think I have. 10:33:33

10 Q. Are you -- 10:33:35

11 A. I don't train flock advisors, so 10:33:41

12 I don't -- Maybe this is, you know, an area 10:33:44

13 supervisor would have this and train. 10:33:47

14 Is there a revision date? Is 10:33:49

15 there a date on the bottom of that? 10:33:51

16 Q. I don't believe so. 10:33:54

17 A. Okay. So . . . 10:33:56

18 Q. That was going to be my next 10:33:59

19 question is, looking at the contents, is 10:34:01

20 this used to train flock advisors or is 10:34:06

21 this for flock advisors to train growers? 10:34:08

22 MS. WOOTEN: Objection. Form. 10:34:11

23 You can answer. 10:34:13

24 A. No. It looks like it's -- I'd 10:34:13

25 have to read it all, but it looks like it's 10:34:15

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1 for training a flock advisor. 10:34:18  
2 Q. Did you -- If I scroll through 10:34:23  
3 this document, you'll see that it has week 10:34:26  
4 one, week two, week three, and if I scroll 10:34:29  
5 to the bottom, it goes through week eight. 10:34:33  
6 Did you participate in any sort 10:34:35  
7 of eight-week training as a flock advisor? 10:34:37  
8 A. Yes. It's sort of always an 10:34:39  
9 ongoing training, but initially there's -- 10:34:43  
10 there's training. 10:34:49  
11 Q. But it's safe to say that you did 10:34:52  
12 not administer an eight-week training to 10:34:54  
13 farmers? 10:34:57  
14 A. No. 10:34:58  
15 Q. Okay. Are you familiar with the 10:35:05  
16 Poultry Care Process Verified Program? 10:35:07  
17 A. Yes. 10:35:11  
18 Q. Sometimes it's abbreviated as the 10:35:11  
19 PVP program? 10:35:18  
20 A. Yes. 10:35:20  
21 Q. What is that program? 10:35:21  
22 A. Well, it's a -- it's a process to 10:35:22  
23 verify our program. I mean, it's kind of 10:35:27  
24 redundant, but that's what it is. It's 10:35:32  
25 basically a checklist of things that are 10:35:35

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1 supposed to be done on the farm, throughout 10:35:39  
2 the flock. 10:35:43

3 Q. Did you administer training to 10:35:44  
4 farmers on that program? 10:35:48

5 A. It's not really a lot of 10:35:51  
6 training, it's more of just a checklist of 10:35:53  
7 things that need to be done each flock, and 10:35:56  
8 they were -- they were paid a bonus, each 10:36:01  
9 farm, each flock, if they -- they do -- 10:36:06  
10 There's about ten things on the list, and 10:36:09  
11 if they do all ten, they get the PVP bonus, 10:36:11  
12 they get additional pay. 10:36:15

13 Q. You mentioned the PVP bonus, can 10:36:27  
14 you tell me what that is? 10:36:30

15 A. Well, it's a bonus that's paid to 10:36:32  
16 the farm. 10:36:34

17 (Plaintiff's Exhibit 10:36:34  
18 38 was marked for 10:36:34  
19 identification.) 10:36:44

20 Q. I am showing you what I am 10:36:44  
21 marking as Plaintiff's Exhibit 38. You can 10:36:45  
22 see my screen; right? 10:36:48

23 A. Yes. 10:36:49

24 Q. This is Perdue 006228. 10:36:49  
25 Have you seen this document 10:37:00

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1 before, Mr. Norris? 10:37:01  
2 A. Yes. 10:37:03  
3 Q. What is this? 10:37:05  
4 A. It's a PVP Bonus Checklist. 10:37:06  
5 Q. And what is this document used 10:37:14  
6 for? 10:37:15  
7 A. It's used for -- You check off 10:37:15  
8 the things on the list, if the farm 10:37:18  
9 participates and does all this stuff, then 10:37:21  
10 they will receive additional pay. 10:37:24  
11 Q. Were the things -- items on this 10:37:29  
12 list optional? 10:37:32  
13 MS. WOOTEN: Object to form. You 10:37:34  
14 can answer. 10:37:36  
15 A. Well, if they did not do it, they 10:37:36  
16 would not receive the pay. So it was at 10:37:41  
17 their option. If they -- You know, if they 10:37:43  
18 didn't do everything on that list, then 10:37:48  
19 they wouldn't receive the additional pay. 10:37:50  
20 Q. So these were prerequisites to 10:37:53  
21 receiving that additional pay? 10:38:00  
22 A. Right. If they did not do the -- 10:38:02  
23 Let's say that four-inch black pipe, if 10:38:07  
24 they did not use the black pipe, they 10:38:10  
25 wouldn't receive the bonus money for that 10:38:12

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1 flock. 10:38:17

2 Q. And for this particular flock, 10:38:20  
3 which is flock 47, and I'll represent to 10:38:24  
4 you that this was produced to us as a 10:38:32  
5 document pertaining to Hazel Lee, that 10:38:34  
6 Hazel Lee did receive the bonus? 10:38:36

7 A. Yes. 10:38:38

8 Q. Okay. 10:38:48

9 MS. WOOTEN: Ms. Snow, I don't 10:38:48  
10 know when you might have a good stopping 10:38:50  
11 point for a break. But at some point it 10:38:52  
12 might be nice to take just a quick break, 10:38:54  
13 whenever it's convenient for you. 10:38:57

14 MS. SNOW: Certainly. We can 10:38:58  
15 take a break right now. 10:39:00

16 Mr. Norris, would you like to 10:39:03  
17 take a brief break? 10:39:05

18 THE WITNESS: Yes. That's fine. 10:39:08

19 MS. SNOW: How about a ten-minute 10:39:09  
20 break? We can go off the Record. 10:39:11

21 VIDEOGRAPHER: The time is 10:39 10:39:15  
22 a.m. We're off the Record. 10:39:19

23 (Recess taken.) 10:39:22

24 VIDEOGRAPHER: The time is 10:51 10:51:00  
25 a.m. We're on the Record. 10:51:04

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1 Q. Mr. Norris, we've talked a lot 10:51:09  
2 about biosecurity. Did Perdue have a 10:51:11  
3 specific biosecurity policy? 10:51:13  
4 MS. WOOTEN: Object to form. You 10:51:20  
5 can answer. 10:51:22  
6 A. If I'm understanding the 10:51:22  
7 question, are you asking me if we have 10:51:24  
8 biosecurity procedures to do? Yes, we do. 10:51:26  
9 Q. Are you familiar with something 10:51:32  
10 called the biosecurity "Never Evers" and 10:51:35  
11 "Dedicated Tos"? 10:51:38  
12 A. Yes. 10:51:39  
13 Q. And that's part of the 10:51:39  
14 biosecurity security policies and 10:51:47  
15 procedures we've been talking about? 10:51:50  
16 A. Yes. I have to adhere to those 10:51:51  
17 "Never Evers". 10:51:59  
18 Q. You have to adhere to them? 10:52:00  
19 A. Yes. 10:52:02  
20 Q. What about farmers, do they have 10:52:02  
21 to adhere to them? 10:52:05  
22 A. It would be in their best 10:52:06  
23 interest, yes. For the health of the 10:52:09  
24 birds, yes. 10:52:12  
25 Q. And were those biosecurity "Never 10:52:13

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1       Evers" and "Dedicated Tos", were they                   10:52:17  
2       provided to Hazel Lee?   10:52:20

3       A.     Yes. I believe that's on the                   10:52:25  
4       wall in the control rooms at every farm, at           10:52:27  
5       every farm, not just Hazel Lee.                          10:52:29

6       Q.     And you expected Hazel Lee to                   10:52:31  
7       adhere to those?    10:52:33

8       A.     Yes.   10:52:35

9               MS. WOOTEN: Object to form. You           10:52:35  
10          can answer.    10:52:36

11       Q.     We talked earlier about some of           10:52:36  
12       the seasonal guidelines and seasonal                   10:52:51  
13       preparation that you would do with farmers,       10:52:54  
14       and I want to talk about one in particular.       10:53:01

15   10:53:01  
16   10:53:01  
17   10:53:06

18       Q.     I'm going to share my screen with       10:53:06  
19       you. I am showing you what I am marking       10:53:07  
20       Plaintiff's Exhibit 38. This document is       10:53:09  
21       labeled Bates number Perdue 004413.               10:53:12

22               MS. WOOTEN: I'm sorry to                   10:53:28  
23       interject or interrupt, but I think the       10:53:29  
24       next exhibit is 39?                                    10:53:34

25               COURT REPORTER: I was just about       10:53:36

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1 to clarify. 10:53:38  
2 MS. SNOW: This is Plaintiff's 10:53:38  
3 Exhibit 39. Thank you. 10:53:39  
4 MS. WOOTEN: No problem. 10:53:41  
5 Q. Mr. Norris, have you seen this 10:53:42  
6 document before? 10:53:44  
7 A. Yes. 10:53:45  
8 Q. What is this? 10:53:45  
9 A. It's a Summer Readiness Checklist 10:53:46  
10 is what it says at the top there. But it's 10:53:49  
11 basically a checklist to get ready for 10:53:52  
12 summer. It's like going on a road trip, 10:53:55  
13 you want to make sure your car is ready, 10:53:58  
14 you want to make sure the farm is prepared 10:54:00  
15 for hot weather. 10:54:02  
16 Q. And there's a place here for 10:54:03  
17 farmer signature, do you see that? 10:54:05  
18 A. Yes. 10:54:07  
19 Q. So you expected the farmers to 10:54:07  
20 complete the items on this list? 10:54:12  
21 A. You would -- You would give them 10:54:14  
22 the list and -- it was really we would just 10:54:15  
23 hand them the list and go: Here's the 10:54:22  
24 checklist of what, you know, you need to 10:54:24  
25 work on in order to be ready for summer. 10:54:26

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1 You wouldn't always receive that list back 10:54:29  
2 from the farmer. 10:54:31

3 Sometimes they would, you know, 10:54:33  
4 throw it on the dashboard of the truck or 10:54:36  
5 sometimes they would -- It was just sort of 10:54:39  
6 a checklist for them to look at to -- 10:54:45  
7 something they might not have thought 10:54:48  
8 about. And it would just be a little 10:54:50  
9 refresher list for them to look at. 10:54:55

10 Q. So these weren't requirements? 10:54:58  
11 The farmers didn't have to do these? 10:55:00

12 A. Well, I didn't always receive 10:55:03  
13 them back from the farms. They didn't -- 10:55:05  
14 Not every farm signed them and dated them 10:55:10  
15 and turned them in. 10:55:15

16 Q. There's a space down here for 10:55:23  
17 flock advisor signature. Do you see that? 10:55:25

18 A. Yes. 10:55:28

19 Q. And this last item says: Air 10:55:28  
20 speed checked. Air speed will be checked 10:55:33  
21 by the flock advisor in full tunnel. 10:55:35

22 Do you see that? 10:55:38

23 A. Yes. 10:55:39

24 Q. So the flock advisor, you, would 10:55:39  
25 check the air speed? 10:55:41

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1 A. Yes. 10:55:43

2 Q. So you didn't always receive 10:55:43

3 these forms back, but there's a space for 10:55:47

4 your signature? 10:55:50

5 A. Yes. 10:55:51

6 Q. So when would you -- 10:55:53

7 A. That was -- 10:55:58

8 Q. I'm sorry. Go ahead. 10:55:59

9 A. That would be -- The one thing 10:56:00

10 that I would check would be the air speed. 10:56:02

11 And depending on which tier they were, you 10:56:06

12 know, like it says tier four, they had to 10:56:09

13 have seven hundred feet a minute. So I 10:56:15

14 would check the wind speed. 10:56:19

15 We -- That form is an old form; 10:56:20

16 we don't use that one anymore. I'm not 10:56:23

17 sure what date that would have been from. 10:56:25

18 Q. You said you're not sure what 10:56:27

19 date this is from? 10:56:29

20 A. I'm not sure what year that was 10:56:30

21 from. I mean, we change forms or -- We 10:56:32

22 don't currently use this form at all, but 10:56:36

23 I'm not sure what year that form is from. 10:56:39

24 A lot of times it will have a 10:56:41

25 date at the bottom, a revision date. 10:56:43

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1 Q. You don't recall about what time 10:56:48  
2 period you used this form? 10:56:51

3 A. I don't know. It would have been 10:56:52  
4 maybe eight, ten years ago. 10:56:54

5 Q. So -- 10:56:56

6 A. We just have -- We just have a 10:56:59  
7 checklist now that just has a box where you 10:57:01  
8 just check the box off. We don't have a 10:57:04  
9 date for each item or a signature for each 10:57:07  
10 item. 10:57:11

11 Q. Okay. I'm going to turn to some 10:57:26  
12 questions now about your work with Dale 10:57:31  
13 Parker and Hazel Lee specifically. 10:57:33

14 When did you first begin working 10:57:38  
15 with Dale Parker? 10:57:40

16 A. I think about 2017. I'm not sure 10:57:41  
17 the exact month. 10:57:46

18 Q. And what about the Hazel Lee 10:57:48  
19 farm, the same time frame? 10:57:58

20 A. I think about the same time. 10:58:01

21 Q. When you first started working 10:58:02  
22 with Hazel Lee, did it generally receive 10:58:03  
23 positive feedback? 10:58:06

24 A. Yeah. They were -- When you mean 10:58:07  
25 they, you mean the farmer or just -- 10:58:13

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1 feedback from who? What do you mean by 10:58:15  
2 that? 10:58:17

3 Q. I'm thinking about their 10:58:18  
4 compliance with Perdue's rules. 10:58:19

5 MS. WOOTEN: Objection to form. 10:58:22  
6 You can answer. 10:58:23

7 A. Yeah. They were -- They were 10:58:24  
8 growing chickens; they were an average, you 10:58:28  
9 know, average farm type of 10:58:31  
10 performance-wise. They were not -- They 10:58:37  
11 were not in the top ten, they were not in 10:58:38  
12 our top producers. So . . . 10:58:41

13 Q. But they weren't below average? 10:58:44

14 A. They might have been. I don't -- 10:58:46  
15 I don't remember what his six-flock average 10:58:48  
16 was. 10:58:50

17 Q. How did you interact with Mr. 10:58:51  
18 Parker? Did you text him, call him, email 10:58:55  
19 him? 10:58:59

20 A. Just call and text. 10:58:59

21 Q. How frequently did you 10:59:03  
22 communicate with him? 10:59:06

23 A. Probably talked to him on the 10:59:07  
24 phone or in person probably weekly. 10:59:11

25 Q. And he was your primary point of 10:59:18

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1 contact on the farm? 10:59:25  
2 A. Yes. 10:59:26  
3 Q. And you testified earlier that 10:59:27  
4 you prepared documentation when you visited 10:59:32  
5 farms; right? 10:59:34  
6 A. Yes. 10:59:35  
7 Q. I want to review some of that 10:59:37  
8 documentation that specifically concerns 10:59:42  
9 Hazel Lee, if you'll give me one moment. 10:59:45  
10 (Plaintiff's Exhibit 10:59:45  
11 40 was marked for 10:59:45  
12 identification.) 11:00:12  
13 Q. Okay. Mr. Norris, can you see my 11:00:12  
14 screen? 11:00:16  
15 A. Yes. 11:00:17  
16 Q. This is Plaintiff's Exhibit 40. 11:00:17  
17 And this document is Bates number Perdue 11:00:19  
18 006273. 11:00:23  
19 Mr. Norris, have you seen this 11:00:29  
20 document before? 11:00:31  
21 A. Yes. 11:00:31  
22 Q. What is this? 11:00:32  
23 A. This is a -- It's a placement 11:00:46  
24 sheet that we fill out when birds are 11:00:49  
25 placed at the beginning of the flock. 11:00:52

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1 Q. It's dated August 10, 2017? 11:00:53  
2 A. I see that, yes. 11:00:56  
3 Q. And your name is by flock 11:00:57  
4 advisor? 11:01:00  
5 A. Yes. 11:01:00  
6 Q. And by farm name, it says: Hazel 11:01:01  
7 Lee flock 47? 11:01:09  
8 A. Yes. 11:01:10  
9 Q. So this document is for flock 47? 11:01:10  
10 A. Right. That's flock 47 for Hazel 11:01:13  
11 Lee. 11:01:15  
12 Q. And right here (indicating) 11:01:15  
13 there's a field for producer present, and 11:01:19  
14 yes is circled; right? 11:01:22  
15 A. Yeah. Either -- Yes. 11:01:24  
16 Q. Are you able to complete this 11:01:27  
17 form when the producer is absent? 11:01:29  
18 A. Yes. 11:01:32  
19 Q. So you can access the farm if the 11:01:33  
20 producer isn't there? 11:01:38  
21 A. Yes. As long as -- The producer 11:01:44  
22 doesn't have to be there. I think any 11:01:46  
23 Perdue person could go to the farm. 11:01:48  
24 Q. So any Perdue representative has 11:01:50  
25 access to the farm? 11:01:53

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1 A. Right. 11:01:54

2 Q. This form has different sections 11:01:55  
3 labeled post movement requirements, 11:02:03  
4 preplacement, perfect placement, 11:02:05  
5 postplacement, and welfare. What do these 11:02:09  
6 terms mean? 11:02:12

7 A. Post movement is what is really 11:02:13  
8 concerns to the previous flock, which would 11:02:19  
9 have been flock 46, things that are done 11:02:22  
10 after that flock moves. It says within 11:02:25  
11 seventy-two hours, so that's what the post 11:02:33  
12 movement is. 11:02:36

13 Then you have preplacement, which 11:02:37  
14 is done even before birds are placed; 11:02:39  
15 obviously, the placement is on the 11:02:42  
16 placement -- the placement day. 11:02:43

17 Q. So perfect placement refers to 11:02:46  
18 the placement day? 11:02:51

19 A. Yeah. That's a placement. 11:02:52  
20 Placement day or sometimes days. It could 11:02:56  
21 be two days, two different days. 11:02:59

22 Q. What do you do with this form 11:03:02  
23 when it's completed? 11:03:04

24 A. I print off a copy and leave it 11:03:06  
25 on the farm, and then I turn in a copy -- 11:03:10

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1 or save a copy for Perdue, which is why you 11:03:14  
2 have it there. 11:03:20

3 Q. I have some questions about the 11:03:20  
4 specific items on this form. 11:03:24

5 Under post movement requirements, 11:03:26  
6 you have this first one that says 11:03:29  
7 cakeout/windrow, seventy-two hours. What 11:03:33  
8 does that mean? 11:03:36

9 A. It means within seventy-two hours 11:03:40  
10 or a couple days after a flock moves, the 11:03:43  
11 farm needs -- the houses need to be caked 11:03:45  
12 out, remove any wet cake in the chicken 11:03:48  
13 houses. That's the best practice to do 11:03:51  
14 that, is to do that as soon as possible 11:03:53  
15 after the birds leave. 11:03:55

16 You don't want to wait three days 11:03:56  
17 -- You don't want to wait seventy-two hours 11:03:58  
18 before the birds are placed back. They 11:04:01  
19 have a downtime in between flocks, and that 11:04:04  
20 is done in between flocks. 11:04:06

21 Q. And what is cake? 11:04:09

22 A. It's litter in the chicken house, 11:04:11  
23 it's wet or caked up because it's wet, and 11:04:16  
24 that wet cake needs to be removed. 11:04:19

25 Q. And underneath that item -- I'm 11:04:21

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1 sorry. Underneath that item it says: 11:04:25  
2 Verify complete and evaluate quality. How 11:04:27  
3 would you evaluate the quality of this 11:04:32  
4 task? 11:04:33

5 A. Well, if -- if you go out to the 11:04:34  
6 farm -- And you can go -- I could go there 11:04:36  
7 any time in between flocks. So even though 11:04:41  
8 that says 8/10/17, you can't really check 11:04:43  
9 all that stuff on that day, everything in 11:04:49  
10 one day, because some of that's done 11:04:51  
11 earlier. 11:04:54

12 So you can -- You might be out 11:04:57  
13 there a week before they place back. And 11:04:59  
14 sometimes the downtime could be -- in 11:05:01  
15 between flocks could be fourteen days, 11:05:04  
16 twenty-one days, or twenty-eight days. 11:05:07  
17 Currently it's twenty-four. 11:05:10

18 But in between flocks, you could 11:05:12  
19 -- I could go out there three days before 11:05:16  
20 he places birds, and he's -- if the farm is 11:05:19  
21 caking out then, well I know he didn't do 11:05:23  
22 it seventy-two hours after the birds moved, 11:05:26  
23 after post placement. 11:05:29

24 Q. And ventilated between flocks, 11:05:31  
25 what does that refer to? 11:05:34

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1           A.     That refers to -- Some of the       11:05:35  
2     farms -- Again, that's one of those best       11:05:37  
3     practices that if you close up the house --    11:05:40  
4     If you remove the cake as soon as possible    11:05:43  
5     after the chickens move, you're going --      11:05:46  
6     your litter is going to have time to dry      11:05:48  
7     and recover.                                        11:05:51

8                   And if you close up the house and    11:05:53  
9     run a fan in between flocks, on a timer, it    11:05:55  
10    may run a minute out of every ten minutes.    11:06:00  
11    It will help keep the house drier and get    11:06:02  
12    it prepared for the next flock.                11:06:09

13           Q.     And is this something that the    11:06:11  
14    farmers have to do?                                11:06:14

15           A.     Not all farms do that. Some       11:06:15  
16    farms do, some farms don't. If I had a      11:06:18  
17    farm, I would do it. It gets you ready for    11:06:24  
18    the next flock, it gets the litter ready.     11:06:28

19           Q.     What about flushing the water    11:06:32  
20    lines with peroxide?                                11:06:34

21           A.     It says yes on there, so        11:06:39  
22    apparently at that time he must have      11:06:41  
23    flushed with peroxide. Which I do bring    11:06:43  
24    peroxide to the farms; it's provided to the   11:06:46  
25    farms, there's no charge for that. They     11:06:48

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1 bring it to the farms, and the farmer will 11:06:54  
2 flush the drinker lines. It's a way to 11:06:57  
3 sanitize the drinker lines in between the 11:07:00  
4 flocks, because you can't do it when the 11:07:02  
5 birds are in the house. But that's -- 11:07:03  
6 That's a process to clean the water lines. 11:07:13

7 Q. Is that for animal welfare? 11:07:16

8 A. Yes. It's to keep the water line 11:07:18  
9 -- just to sanitize the water lines. Part 11:07:21  
10 of water sanitation. 11:07:23

11 Q. And you -- 11:07:25

12 A. Sometimes we put -- You've got a 11:07:26  
13 yes or a no there, because you can put no 11:07:28  
14 in there because sometimes we use it every 11:07:30  
15 other flock. So in this case, that flock, 11:07:33  
16 he must have did it -- I notice that's 11:07:36  
17 flock 47. The way I remember it is, I try 11:07:39  
18 to get farmers to do that particular thing 11:07:44  
19 every other flock. So it's an odd number 11:07:47  
20 like 47, yes. And 48, you know, you don't 11:07:49  
21 have to do it. 49. So you can do it every 11:07:52  
22 other flock. But on that time he used a 11:07:56  
23 peroxide. 11:07:59

24 Q. I'll zoom in a little. Under 11:07:59  
25 perfect placement, you have a category for 11:08:06

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1 air. And one of the items is minimum 11:08:09  
2 static pressure requirements met. What are 11:08:11  
3 the minimum static pressure requirements? 11:08:14

4 A. That's -- That's part of the tier 11:08:17  
5 pay. So the static pressure is a way to 11:08:25  
6 measure how tight the house is or -- That's 11:08:28  
7 not just insulation, but it's a way to 11:08:33  
8 measure the tightness of the house. 11:08:38

9 Q. And what about supplemental feed 11:08:40  
10 standards? 11:08:43

11 A. They have -- That's a extra -- We 11:08:44  
12 have feed lines in the chicken houses. 11:08:50  
13 Those four things right there, feed, water, 11:08:53  
14 light, and air, that's the only thing you 11:08:56  
15 can do to help control the environment in 11:09:00  
16 the chicken house. You know, if you're a 11:09:01  
17 flock advisor, you'd sort of preach that. 11:09:10  
18 But feed, water, light, and air, that's all 11:09:10  
19 we can control in that environment. And 11:09:15  
20 the feed -- Obviously, Perdue brings all 11:09:17  
21 the feed to the farm. But the farmer puts 11:09:17  
22 out -- at placement, they put out 11:09:20  
23 additional feed pans. 11:09:22

24 Q. At the bottom here there's a 11:09:23  
25 section for comments. 11:09:29

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1 A. Uh-huh. 11:09:31  
2 Q. And one of your comments is in 11:09:31  
3 all caps, all capital letters, it says: 11:09:34  
4 Need to cut grass again, and in normal 11:09:37  
5 text: And keep it maintained for the PVP 11:09:42  
6 bonus. 11:09:47  
7 A. Right. 11:09:48  
8 Q. Is it in all capital letters for 11:09:49  
9 emphasis? 11:09:51  
10 A. Yes. 11:09:52  
11 Q. What is the importance of cutting 11:09:52  
12 the grass? 11:09:54  
13 A. It's a -- It's the biosecurity. 11:09:54  
14 If you've got tall grass, then you're 11:09:58  
15 inviting, you know, snakes and rodents. So 11:10:02  
16 if you keep the grass maintained, you will 11:10:06  
17 have less infestation with rats and snakes 11:10:08  
18 and the like. 11:10:12  
19 Q. And that was a prerequisite for 11:10:21  
20 the PVP bonus? 11:10:23  
21 A. It is. It's on that list. It's 11:10:25  
22 better to cut the grass before the birds 11:10:27  
23 place. You can cut birds -- You can cut 11:10:29  
24 grass with chickens in the house, but the 11:10:35  
25 older they get, it could disturb the birds 11:10:37

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1       with lawn mowers and Weed Eaters and stuff     11:10:40  
2       right outside that chicken house wall.           11:10:42  
3               But, yeah, that -- When I put           11:10:44  
4       "again" like that, that means that it is a     11:10:48  
5       farm that probably did not cut the grass,      11:11:00  
6       did not keep the grass maintained.            11:11:03  
7       Q.       Was keeping the grass maintained    11:11:05  
8       to a certain level, something you expected    11:11:08  
9       Hazel Lee and other farms to do?            11:11:10  
10      A.       Yes. All farms. It's part of        11:11:12  
11       the biosecurity.                                  11:11:14  
12      Q.       So it's a requirement?               11:11:14  
13      MS. WOOTEN: Object to form.                11:11:18  
14      A.       Well, if they didn't cut the        11:11:19  
15       grass, then they would not receive the      11:11:22  
16       extra pay, the PVP bonus would not be paid. 11:11:24  
17      Q.       Is that the only consequence of    11:11:33  
18       not cutting the grass?                        11:11:35  
19      A.       Other than -- I mean, as far as    11:11:38  
20       Perdue, I mean, of course if he's going to 11:11:43  
21       have snakes and rodents and rats, and then 11:11:46  
22       the rats are going to chew up your wiring  11:11:51  
23       and your insulation. I mean, I cut the    11:11:53  
24       grass at my house, but my brother-in-law   11:11:55  
25       doesn't cut his grass, though.               11:11:57

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1               Yeah. It's not just                           11:11:59  
2 for aesthetics, to look good when you drive           11:12:06  
3 pass the farm, it's really to keep rodent           11:12:09  
4 population at bay.                                      11:12:12

5               Q. But in terms of Perdue, the only           11:12:13  
6 consequence is not getting that bonus?               11:12:15

7               A. Right. They could -- They could           11:12:17  
8 lose that bonus if they don't cut the               11:12:19  
9 grass.    11:12:30

10               (Plaintiff's Exhibit                       11:12:30  
11    41 was marked for                       11:12:30  
12    identification.)                               11:12:30

13               Q. I'm still sharing my screen and I           11:12:30  
14 am going to show you another document that           11:12:33  
15 I'm marking at Plaintiff's Exhibit 41.               11:12:35  
16 This document is Bates stamped Perdue           11:12:37  
17 006227.   11:12:43

18               Mr. Norris, have you seen this           11:12:44  
19 document before?                                       11:12:46

20               A. Yes, I think so.                       11:12:46

21               Q. What is this document?               11:12:47

22               A. Can we -- This is a different           11:13:01  
23 one, this is Week 1 -- It's a Week 1               11:13:04  
24 visitation for Hazel Lee.                       11:13:04

25               Q. Dated August 17, 2017?               11:13:06

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1 A. Yes. That's what it looks like. 11:13:10  
2 Q. If I scroll to the bottom, this 11:13:12  
3 is your signature at the flock supervisor 11:13:14  
4 signature? 11:13:20  
5 A. Yes. 11:13:20  
6 Q. And what does your signature at 11:13:20  
7 the bottom indicate? 11:13:21  
8 A. It's just -- It's really just so 11:13:22  
9 they know which flock advisor filled it out 11:13:24  
10 when I turn it in. They know if it was me 11:13:28  
11 or another flock advisor. 11:13:30  
12 Q. And what does week 1 mean? 11:13:33  
13 A. Week 1 is generally any time 11:13:38  
14 between -- Day of placement, it's what we 11:13:41  
15 call day of placement. You've got -- The 11:13:45  
16 next day is called day two. So any time 11:13:48  
17 between day two and day seven is usually 11:13:51  
18 when that is filled out. 11:13:54  
19 Q. And do you complete these forms 11:13:55  
20 for subsequent weeks? 11:13:58  
21 A. Yes. We have some for week two, 11:13:59  
22 week three, week four, on down the list. 11:14:04  
23 Q. And are the forms different each 11:14:16  
24 week? 11:14:18  
25 A. Yes. There are different items 11:14:18

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1       on there. There's some things that remain     11:14:19  
2       the same each week, there's some things     11:14:21  
3       that just condition week one, week two,     11:14:23  
4       week three, all the way through the flock.     11:14:25  
5       But there are some things that are     11:14:27  
6       different -- different boxes on there.     11:14:29

7       Q.       And this top row, which is     11:14:31  
8       labeled biosecurity, this first item is --     11:14:36  
9       says: Mailbox, visitor log, trash can,     11:14:39  
10      signage, mailbox number, and documents in     11:14:43  
11      place. Correct?     11:14:45

12      A.       Yes.     11:14:46

13      Q.       And you've circled yes?     11:14:46

14      A.       Yes.     11:14:49

15      Q.       So in week one, you're checking     11:14:50  
16      for all of those things?     11:14:52

17      A.       Yeah. And most of those -- Most     11:14:53  
18      of those, except for the trash -- I mean a     11:14:55  
19      trash can, is stuff that a flock advisor is     11:14:58  
20      -- I mean, the flock advisor is using the     11:15:02  
21      visitor log. The farmer doesn't even fill     11:15:05  
22      that out, the farmer doesn't even look at     11:15:08  
23      that usually, unless they stop at the     11:15:11  
24      mailbox, open it, and look at it. It's     11:15:12  
25      mainly a Perdue log.     11:15:16

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1                   And then the documents in place     11:15:18  
2                   are the documents that are on the wall, the     11:15:21  
3                   temperature charts and the lighting. As     11:15:24  
4                   long as -- Those are supposed to be --     11:15:29  
5                   That's really more of flock advisor items.     11:15:31

6                   Q.       What about the second item: Foot     11:15:38  
7                   pans at all access doors being used by     11:15:40  
8                   farmer and help. And you've circled yes     11:15:42  
9                   there.   11:15:44

10                  A.       Yes. We provide all the farms     11:15:45  
11                  with a foot pan that is at their access     11:15:48  
12                  door where their personnel goes in and out.     11:15:50  
13                  So we provide them with a foot pan, and we     11:15:53  
14                  provide them with the bleach, it's a     11:15:55  
15                  powdered bleach for all the pans. And we     11:15:58  
16                  don't -- We don't charge them for that pan     11:16:00  
17                  or for the bleach. If they need fresh     11:16:02  
18                  bleach, it's -- it's usually refreshed or     11:16:05  
19                  replaced at the beginning of every flock.     11:16:08

20                  Q.       And the farmer -- The farmers and     11:16:12  
21                  their help have to use those foot pans?     11:16:17

22                  A.       Yes.                                     11:16:20

23                  Q.       And that's for biosecurity?     11:16:21

24                  A.       For biosecurity. It's a door     11:16:23  
25                  that they normally are going in and out of,     11:16:26

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1       they're going to step into that pan, as           11:16:28  
2       well as a flock advisor, or anybody from       11:16:31  
3       Perdue or someone working on equipment may   11:16:33  
4       -- they're going to come in -- they're       11:16:35  
5       going to step in that pan in order to       11:16:37  
6       disinfect their shoes.                           11:16:41

7           Q.     This middle row here is labeled   11:16:46  
8       production, and there are a couple of       11:16:48  
9       different standards there in the middle.   11:16:54  
10      There's one that says ventilation adequate,   11:16:57  
11      feeder height adequate, water height       11:17:00  
12      adequate, and so on.                          11:17:07

13           Do you see those?                          11:17:09

14           A.     Yes.                                  11:17:10

15           Q.     And you've circled yes for all of   11:17:10  
16      these; right?                                  11:17:13

17           A.     Yeah. It looks like they're all   11:17:14  
18      yes.    11:17:16

19           Q.     How do you determine whether to   11:17:16  
20      mark that something is adequate?               11:17:18

21           A.     Well, at that age, a young bird,   11:17:19  
22      it doesn't take a lot of fan to be -- the   11:17:24  
23      ventilation to be adequate. You see it       11:17:27  
24      says -- it says sixty seconds right above   11:17:30  
25      there, that's the run time. We have some   11:17:34

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1 -- The Best Management Practices for 11:17:38  
2 ventilation, as the birds get older, we 11:17:42  
3 need more fans to keep the birds 11:17:44  
4 comfortable. But at that age, sixty 11:17:46  
5 seconds is adequate, so -- and that's with 11:17:55  
6 using two fans. 11:17:57

7 Now, the older the birds get, 11:17:59  
8 you're going to need more fans; you're 11:18:02  
9 going to need two fans, three fans, up to 11:18:03  
10 ten, twelve fans, depending what type of 11:18:06  
11 house you have. 11:18:09

12 Q. So in this case, Hazel Lee needed 11:18:09  
13 to run its fans for at least sixty seconds? 11:18:11

14 A. Yeah. That was enough, yes. You 11:18:15  
15 can run more. You can run more air or you 11:18:17  
16 could can run a little less if it's cold 11:18:25  
17 outside you run -- you may cut it back 10 11:18:28  
18 percent. So that was right about where it 11:18:30  
19 needs to be at week one. I think that says 11:18:32  
20 day seven. 11:18:35

21 Week one could be day two, it 11:18:37  
22 could be -- at day two you might only be 11:18:40  
23 running thirty seconds. But by day seven 11:18:42  
24 you're probably up to sixty seconds. 11:18:44

25 Q. And were these run times 11:18:49

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1       communicated to the farmers in some kind of   11:18:51  
2       document?   11:18:53

3       A.       Yeah.   That's -- It's actually in   11:18:53  
4       the controller, the little computer that   11:18:55  
5       runs your temperatures and lights.   You   11:18:57  
6       pretty much set it up, everything is in   11:19:00  
7       there, and it runs -- it runs itself.   11:19:02

8                  Sort of like that Ronco                   11:19:06  
9       rotisserie oven, you can't just set it and   11:19:08  
10      forget it.   You've got to monitor it and   11:19:12  
11      look at it and make sure -- Like, if you've   11:19:14  
12      got two fans that are supposed to be   11:19:15  
13      running, you need to make sure those fans   11:19:17  
14      are operational in the back of the house,   11:19:19  
15      that they actually function, that the belt   11:19:21  
16      didn't come off, or the motor burn out.   11:19:23

17                  But there are posted temperature   11:19:25  
18      guides at each house, on each farm -- every   11:19:31  
19      house -- every farm, every house has those   11:19:35  
20      temperature and ventilation numbers.   11:19:39

21       Q.       Including Hazel Lee?                   11:19:43

22       A.       Yes.   11:19:45

23       Q.       What about feeder height, how do   11:19:45  
24      you determine that the feeder height is   11:19:51  
25      adequate?   11:19:52

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1 A. I -- Well, there's -- It's just a 11:19:53  
2 -- They can either be too high or too low, 11:19:56  
3 is a short way to put it there. If they're 11:20:00  
4 too high, the birds cannot reach the feed. 11:20:02  
5 The birds just need to be able to reach the 11:20:06  
6 feed at any time, they have access to feed. 11:20:08  
7 It's just visually looking at it, 11:20:16  
8 and looking at the size or the age of the 11:20:19  
9 birds. Because obviously, the older the 11:20:21  
10 bird, then the higher -- the bigger the 11:20:23  
11 bird and the higher the height has to be. 11:20:25  
12 Q. So just -- You just look at -- 11:20:26  
13 You just take a -- You just visually look? 11:20:34  
14 A. Right. You look in the house and 11:20:37  
15 you look at the feed line. 11:20:39  
16 Q. What are the purpose of these 11:20:41  
17 standards under production? 11:20:50  
18 A. It's for the -- 11:20:52  
19 MS. WOOTEN: Object to form. 11:20:55  
20 A. It's for bird health, bird 11:20:56  
21 growth. If there's no feed, the bird is 11:20:59  
22 not going to eat; if they don't eat, 11:21:04  
23 they're not going to gain weight. 11:21:06  
24 So it all goes with -- I mean it 11:21:08  
25 says production, that's really a part of 11:21:10

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1 the welfare, because you've got to have 11:21:13  
2 access to feed and water twenty-four/seven. 11:21:15

3 Q. So these are related to animal 11:21:18  
4 welfare? 11:21:23

5 A. Yes. 11:21:23

6 Q. And this last row is labeled 11:21:23  
7 welfare; right? 11:21:31

8 A. Yeah. That one is a little more 11:21:31  
9 specific because it's -- It's not in the 11:21:33  
10 controller, it's not in the -- It's not a 11:21:35  
11 setting for, like, an alarm setting. 11:21:37

12 Q. And this second item says: 11:21:40  
13 Mortality and culling recorded separately. 11:21:45  
14 What does that refer to? 11:21:50

15 A. As part of the producer contract, 11:21:50  
16 they have to check on the birds at least 11:21:55  
17 twice a day. We have a -- what we call a 11:21:59  
18 mortality sheet, and they record the 11:22:01  
19 numbers daily. If they pick up one bird or 11:22:04  
20 two birds or eight birds, whatever the 11:22:08  
21 number is, it has to be recorded. 11:22:10

22 And it looks like -- I don't know 11:22:13  
23 what day the 18th was on, that might have 11:22:15  
24 been a Monday. I don't know, I'd have to 11:22:18  
25 go back and look. But it says no mortality 11:22:21

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1 written down between day four and day seven 11:22:24  
2 at house one to three. So they weren't 11:22:28  
3 writing down the numbers daily, which makes 11:22:33  
4 me question were they in the house, did 11:22:35  
5 they pick up the dead birds? I don't know. 11:22:37

6 Q. So when you refer to numbers, 11:22:40  
7 you're talking about dead birds? 11:22:42

8 A. Yeah. Dead birds or birds that 11:22:44  
9 were -- it says mortality and culling, so 11:22:46  
10 it's both. 11:22:48

11 Q. What does culling refer to? 11:22:48

12 A. Culling is -- Well, it's just 11:22:50  
13 where we have to cull out a bird that's 11:22:54  
14 either unhealthy or it's just a bird that's 11:22:57  
15 unlikely to thrive or to survive; if it's a 11:23:00  
16 bird with an injury or a problem with the 11:23:03  
17 bird, they need to be culled out. 11:23:06

18 Q. And you mentioned that recording 11:23:09  
19 mortality and culling was part of the 11:23:13  
20 contract? 11:23:14

21 A. Yeah. They have to -- they have 11:23:16  
22 to pick up birds -- or they have to go into 11:23:18  
23 the house twice a day to monitor -- to look 11:23:23  
24 at the birds. Somebody has got to be 11:23:29  
25 there. 11:23:31

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1 Q. And that is written into the 11:23:32  
2 poultry producer agreement? 11:23:34

3 MS. WOOTEN: Object to form. 11:23:35

4 A. I'm pretty sure it is. I don't 11:23:36  
5 have a copy of it, but that's just -- 11:23:40  
6 that's just animal husbandry is taking care 11:23:43  
7 of the animals when they're on the farm. 11:23:51

8 Q. So recording mortality and 11:23:54  
9 culling, that's a requirement? 11:23:59

10 A. Yes. And it could be a zero. 11:24:00  
11 The number could actually be a zero. It 11:24:02  
12 could be zero dead being mortality, it 11:24:04  
13 could be zero culls. But sometimes there 11:24:07  
14 are zero days where you don't pick up any 11:24:11  
15 dead chickens. But there were no zeros 11:24:15  
16 wrote in there, it was just empty. So it 11:24:24  
17 says no mortality. 11:24:25

18 Q. So what's the consequence -- I'm 11:24:26  
19 sorry. Let me rephrase. 11:24:29

20 As you said, you wrote here no 11:24:30  
21 mortality written down day four through 11:24:33  
22 seven at house 1 through 3; correct? 11:24:37

23 A. Yes. 11:24:41

24 Q. What consequences would Mr. 11:24:41  
25 Parker face for not writing down the 11:24:44

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1 mortality? 11:24:45

2 A. I don't really know. It's got -- 11:24:46  
3 It says -- That's why I've got question 11:24:48  
4 marks below that. It says flocks inspected 11:24:51  
5 twice daily. That makes me wonder, if you 11:24:54  
6 didn't write any numbers down, did you go 11:24:57  
7 into the house, are you looking after the 11:24:59  
8 birds? What happened? Did you just forget 11:25:01  
9 to write them down? I don't know. 11:25:03  
10 Sometimes people go: I forgot to write 11:25:05  
11 down yesterday's number. 11:25:07

12 Or you may have a couple, like a 11:25:08  
13 husband and a wife, and one of them was 11:25:10  
14 picking up house one to thee, and the other 11:25:12  
15 spouse is picking them up four through six. 11:25:16  
16 So maybe one of them wrote them -- is good 11:25:18  
17 about writing down the numbers and the 11:25:21  
18 other one forgets. 11:25:22

19 Q. But to go back to my question, 11:25:24  
20 what kind of consequence would Mr. Parker 11:25:27  
21 face for not writing down the mortality? 11:25:30

22 A. Well, there's not really a 11:25:33  
23 consequence, other than it -- it needs to 11:25:38  
24 be -- it needs to be done daily. It's not 11:25:41  
25 good for the farm because you can't ensure 11:25:45

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1       that it was done. It's just -- It's a                   11:25:48  
2       minimum requirement to ask that you go and              11:25:51  
3       look at the birds and to record the              11:25:53  
4       numbers.   11:25:59

5                   And I know people forget              11:25:59  
6       sometimes, but if it's -- if it's four           11:26:01  
7       days, three or four days, you get in the           11:26:06  
8       habit of doing that.                                  11:26:13

9       Q.       So there weren't any consequences   11:26:14  
10      for not doing this?                                  11:26:16

11      A.       No. Just other than me noting it   11:26:18  
12      and saying, hey, you need to write these   11:26:22  
13      down every day. Really, you're surprised   11:26:23  
14      -- It's usually somebody just forgets. But   11:26:25  
15      it shouldn't be an ongoing thing. You       11:26:29  
16      can't build the whole flock without writing   11:26:32  
17      down the numbers. And you can't just leave   11:26:35  
18      the farm and not look at the birds.            11:26:36

19                   So it's a small indication that   11:26:39  
20      makes you wonder what's going on, you know,   11:26:41  
21      why aren't you writing down these numbers.   11:26:43

22      Q.       At the bottom of this document,    11:26:45  
23      there's a section for special                    11:26:48  
24      notes/message. And you've written a few     11:26:53  
25      things, and some of these are in capital     11:26:55

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1 letters: Still need to get grass cut and 11:26:58  
2 keep maintained. Need to follow new temp 11:27:01  
3 guidelines. Need to update generator log 11:27:04  
4 today. 11:27:08

5 Do you see those? 11:27:09

6 A. Right. Yeah. All those things 11:27:09  
7 are on that PVP bonus. So in order to get 11:27:11  
8 the PVP bonus, the grass -- it looks like 11:27:15  
9 that placement, the grass had not been cut 11:27:17  
10 before the birds placed. And at this 11:27:19  
11 point, day seven, the grass had not been 11:27:21  
12 cut. And the generator log is on that PVP 11:27:25  
13 bonus also. It needs to be -- Once a week, 11:27:34  
14 it exercises, you run the generator once a 11:27:37  
15 week, and you just log -- you just write 11:27:39  
16 down the hours that it ran. And that 11:27:42  
17 hadn't been done. 11:27:44

18 And the need to follow 11:27:47  
19 temperature guidelines, if that was a 11:27:50  
20 posted temperature guide, we probably had a 11:27:53  
21 summer guideline at that point, because 11:27:56  
22 that looks like it was August -- I mean, is 11:27:57  
23 it July. So we have a winter guideline for 11:28:01  
24 cooler weather. 11:28:04

25 So when we have a new temperature 11:28:10

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1 guideline, that's a new -- for the new 11:28:13  
2 weather, new season. 11:28:14

3 Q. You had mentioned earlier that 11:28:15  
4 temperature guidelines were part of animal 11:28:18  
5 welfare? 11:28:21

6 A. Yes. 11:28:21

7 Q. They're also part of getting the 11:28:22  
8 PVP bonus? 11:28:28

9 A. The temperature guide is probably 11:28:36  
10 not on the PVP bonus. So if they ran a 11:28:37  
11 different temperature, warmer or cooler, 11:28:40  
12 it's not ideal for the birds -- for the 11:28:42  
13 welfare or the production of birds, but you 11:28:44  
14 still would get the -- that's not on the 11:28:46  
15 PVP bonus. 11:28:49

16 Q. So the temperature guidelines are 11:28:49  
17 requirements? 11:28:51

18 MS. WOOTEN: Object to form. 11:28:53

19 A. It's a -- It's just a -- It's the 11:28:53  
20 best temperature for the bird. It's the 11:28:59  
21 best practice to run at that -- at that age 11:29:02  
22 or that time of the year. We have some 11:29:05  
23 winter temperatures and we have a summer 11:29:09  
24 temperature. 11:29:11

25 Q. And the farmer doesn't have 11:29:12

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1 discretion to vary from those? 11:29:14  
2 A. Well, if you -- 11:29:16  
3 MS. WOOTEN: Objection. 11:29:19  
4 A. Do you have a copy of the 11:29:20  
5 temperature guide? I don't know. You have 11:29:23  
6 some documents there, but do you have a 11:29:28  
7 copy of the temperature guide? 11:29:30  
8 It has a place on there that says 11:29:32  
9 that you can increase or decrease it based 11:29:35  
10 on bird comfort. 11:29:38  
11 So sometimes the birds may be too 11:29:39  
12 hot, and you may -- you may change the 11:29:41  
13 temperature; or they may be too cool, you 11:29:43  
14 may change it. So there's some leeway in 11:29:46  
15 there on that temperature guide. 11:29:48  
16 Q. So there's a certain required 11:29:51  
17 range? 11:29:54  
18 MS. WOOTEN: Object to form. You 11:29:56  
19 can answer. 11:29:57  
20 A. Well, if you stick close to that 11:29:57  
21 temperature chart, that bird is going to be 11:30:01  
22 the most comfortable and you're going to 11:30:04  
23 get the best performance out of that -- out 11:30:06  
24 of that flock, based on other farms and 11:30:08  
25 historical -- you know, historical, I guess 11:30:11

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1 you'd say evidence, but historical farm 11:30:16  
2 performance. 11:30:21

3 Q. If you found that a farmer was 11:30:24  
4 five degrees outside that range, would you 11:30:28  
5 recommend that he change? 11:30:30

6 A. Five is probably about where, you 11:30:33  
7 know, that it might be okay. Depending on 11:30:37  
8 -- Sometimes the weather outside could be 11:30:42  
9 extreme, and the farmer may say: Hey, they 11:30:45  
10 were too hot, I lowered it. I changed my 11:30:48  
11 setting by five degrees to try to cool them 11:30:51  
12 down. Five degrees is probably okay, 11:30:54  
13 depending on -- depending on what you're 11:30:56  
14 changing it for. 11:30:59

15 I mean, if you're just changing 11:31:00  
16 it to try to save some propane, to try to 11:31:02  
17 save some gas, then, no. If it's twenty 11:31:06  
18 degrees outside, and you're -- you change 11:31:08  
19 your setting to save propane, then there's 11:31:11  
20 different reasons why someone might change 11:31:16  
21 their settings. 11:31:19

22 Q. And, I'm sorry, I interrupted 11:31:20  
23 you. 11:31:22

24 Let's say the farmer was ten 11:31:22  
25 degrees off, he might be required to 11:31:27

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1 change? 11:31:29

2 A. Yes. So do they know they're ten 11:31:30  
3 degrees off? Sometimes I'm just checking 11:31:34  
4 to make sure where we need to be. You 11:31:38  
5 know, sometimes they could have -- it can 11:31:42  
6 be a typo, someone could have put in eighty 11:31:47  
7 degrees when they meant ninety degrees. 11:31:50

8 But ten degrees is pretty, pretty 11:31:53  
9 wide. Ten degrees, the bird is not usually 11:31:56  
10 comfortable with that. They're going to 11:32:00  
11 either be too hot or too cold, depending on 11:32:01  
12 which direction you're talking about. 11:32:04

13 Q. All right. Mr. Norris, are you 11:32:06  
14 aware that Mr. Parker was placed on a 11:32:12  
15 performance improvement plan during his 11:32:14  
16 work for Perdue? 11:32:16

17 MS. WOOTEN: Object to form. 11:32:18

18 A. I -- Since he's no longer 11:32:19  
19 growing, yes, he must have been at some 11:32:23  
20 point. I'm not sure when that was, but, 11:32:27  
21 yes, he would have been on the -- I didn't 11:32:30  
22 see a copy of the letter. I didn't -- I 11:32:33  
23 don't -- I don't know when, but I'm sure he 11:32:35  
24 was. 11:32:37

25 Q. You said since he's no longer 11:32:37

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1 growing -- 11:32:41  
2 A. Yes. 11:32:42  
3 Q. -- so are farmers always placed 11:32:42  
4 on a performance improvement plan before 11:32:45  
5 they stop growing for Perdue? 11:32:47  
6 A. No. 11:32:48  
7 MS. WOOTEN: Object to form. You 11:32:49  
8 can answer. Mr. Norris, just a reminder to 11:32:50  
9 allow Ms. Snow to finish her question 11:32:54  
10 before you respond so we can get everything 11:32:58  
11 clear on the Record. Sorry to interrupt. 11:32:59  
12 A. Okay. No. 11:33:01  
13 Q. So there's a reason beyond the 11:33:02  
14 fact that Mr. Parker is no longer growing 11:33:06  
15 for Perdue that makes you think he was 11:33:09  
16 placed on a performance improvement plan? 11:33:11  
17 MS. WOOTEN: Object to form, to 11:33:14  
18 the extent it calls for speculation. You 11:33:17  
19 can answer, Mr. Norris. 11:33:19  
20 A. I don't know why he's not 11:33:20  
21 growing. I think I had him like 2017, I 11:33:22  
22 think he stopped growing in 2019. 11:33:25  
23 Q. That's the extent of your 11:33:29  
24 knowledge? 11:33:35  
25 A. Yeah. I don't know the -- I 11:33:37

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1 don't know how -- what the history is on 11:33:41  
2 the farm, when he stopped growing. No, I 11:33:42  
3 don't know -- Sometimes farms will -- 11:33:45  
4 They'll sell a farm, they'll just decide to 11:33:48  
5 stop growing chickens or -- so I don't know 11:33:51  
6 why that farm is -- I didn't have him -- I 11:33:54  
7 wasn't a flock advisor at that time, for 11:33:59  
8 that farm at that time. 11:34:01

9 Q. Okay. I have some additional 11:34:04  
10 questions about the documentation used on 11:34:06  
11 Perdue farms. 11:34:08

12 Are you familiar with harvest 11:34:10  
13 delivery tickets or live haul tickets? 11:34:13

14 A. Yes. 11:34:15

15 Q. Are those the correct terms or 11:34:16  
16 would you use another word? 11:34:18

17 A. I think they're just referred to 11:34:21  
18 as a live haul ticket. 11:34:25

19 Q. And what are live haul tickets? 11:34:27

20 A. It's a -- It's a ticket for -- 11:34:30  
21 When they catch the chickens, they weigh 11:34:36  
22 the truck at the scales in Perry, for the 11:34:40  
23 plant. And they get a tare weight on the 11:34:46  
24 -- they get a weight on the trailer. 11:34:48

25 So it's a trailer weight ticket 11:34:54

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1       that's produced in order to send that farm     11:34:56  
2       to that -- farm to catch.                             11:35:01

3       Q.       And you mentioned they weigh the     11:35:05  
4       trailer. Do those trailers have a specific     11:35:06  
5       number?   11:35:09

6       A.       They do have trailer numbers.     11:35:10  
7       But I don't work on the live haul side,     11:35:13  
8       that's sort of a separate division or     11:35:16  
9       separate part.                                     11:35:18

10      Q.       And do the live haul tickets have    11:35:19  
11       trailer numbers on them?                             11:35:23

12      A.       The ticket -- Again, I don't work    11:35:25  
13       in live haul, but the driver would have the    11:35:32  
14       -- I think the driver would have the ticket    11:35:36  
15       with them when they arrive on the farm.     11:35:38

16      Q.       But does the ticket itself have a    11:35:41  
17       number that reflects the trailer that     11:35:43  
18       carried the birds?                                     11:35:47

19      A.       Yes. Yes. There's a ticket     11:35:49  
20       number, yes.                                     11:35:51

21      Q.       And so the trailer number on the    11:35:52  
22       ticket should match the number on the     11:35:56  
23       physical trailer?                                     11:35:58

24      A.       I would assume. Again, I don't     11:35:59  
25       work on the -- I've never printed a ticket    11:36:02

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1 -- a live haul ticket. I don't work at the 11:36:05  
2 scales. So I've kind of let them know -- 11:36:09

3 let the farmer know the catch schedule, and 11:36:13  
4 the live haul would show up and catch them. 11:36:16

5 Q. And you talked about the driver 11:36:18  
6 having the tickets, but who else receives 11:36:20  
7 live haul tickets? 11:36:23

8 A. They leave one with the farm -- 11:36:25  
9 at the farm. I think there are two copies 11:36:31  
10 printed, and there's one that's left at the 11:36:34  
11 farm. 11:36:38

12 Q. And Perdue receives a copy? 11:36:40

13 A. I think when they get back to the 11:36:43  
14 plant, back to the processing plant, the 11:36:46  
15 second copy is there, turned in. 11:36:50

16 Q. And do you know what purpose 11:36:55  
17 these tickets serve? 11:36:57

18 A. Again, I don't work on live haul. 11:37:00  
19 But it's to get a weight of the -- farm 11:37:04  
20 weight of the chickens, so that you can 11:37:08  
21 bring an empty trailer, load it with birds, 11:37:10  
22 and then weigh the trailer and you know how 11:37:14  
23 much weight to credit to that farm. 11:37:17

24 Q. And that weight is important 11:37:19  
25 because, as you testified earlier, that's 11:37:21

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1	how farmers are paid; right?	11:37:24
2	A. It's a farm weight, yeah.	11:37:26
3	Q. Were you aware that Mr. Parker	11:37:28
4	contacted USDA officials about an issue	11:37:34
5	with the trailer number on his live haul	11:37:37
6	tickets?	11:37:39
7	A. I don't know that he did. I	11:37:40
8	wasn't aware, no.	11:37:43
9	Q. And to back up, if I refer to	11:37:43
10	USDA, can we share the understanding that	11:37:50
11	I'm talking about the United States	11:37:53
12	Department of Agriculture?	11:37:54
13	A. Yeah. I'm -- Yeah, that's USDA.	11:37:56
14	Q. Are you aware that Mr. Parker	11:38:00
15	contacted the USDA for some other reason?	11:38:06
16	A. I don't know -- I don't know if	11:38:09
17	he contacted them or not.	11:38:13
18	Q. So you don't have any knowledge	11:38:16
19	of Mr. Parker speaking with the USDA?	11:38:18
20	A. I don't know if he did or not. I	11:38:21
21	don't know.	11:38:24
22	Q. So you never spoke to Mr. Parker	11:38:24
23	about his outreach to the USDA?	11:38:32
24	A. He -- I don't recall talking to	11:38:36
25	him about that. That's been years ago.	11:38:40

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1 Q. And you never expressed to Mr. 11:38:46  
2 Parker that he should not have reached out 11:38:49  
3 to the USDA? 11:38:51

4 A. I don't -- I don't know if he did 11:38:52  
5 or not. 11:38:55

6 Q. So if there were a recording of 11:38:56  
7 you speaking with Mr. Parker in which you 11:39:04  
8 indicated that he should not have reached 11:39:07  
9 out to the USDA, would you dispute the 11:39:09  
10 accuracy of that recording? 11:39:12

11 A. I don't -- I don't know. It -- I 11:39:14  
12 don't know if -- I don't know if he did -- 11:39:22  
13 I don't know if he did reach out to them. 11:39:29

14 Q. Well, Mr. Norris, that wasn't 11:39:30  
15 precisely my question. If there were a 11:39:36  
16 recording of you and Mr. Parker speaking, 11:39:38  
17 and in that recording you indicated to Mr. 11:39:40  
18 Parker that he should not have reached out 11:39:44  
19 to the USDA, would you say that that 11:39:45  
20 recording is not accurate? 11:39:48

21 A. It -- It could be. I have lots 11:39:50  
22 of conversations with farmers. But none 11:39:55  
23 that I -- I don't record any conversations, 11:39:57  
24 so I don't -- I don't know what would have 11:40:00  
25 been recorded. 11:40:02

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1 Q. It could be accurate, you're 11:40:03  
2 saying? 11:40:05  
3 A. It may be. I don't know. 11:40:08  
4 Q. Do you have any basis to dispute 11:40:09  
5 that recording? 11:40:11  
6 A. I don't -- I don't have any -- 11:40:13  
7 No. 11:40:20  
8 Q. So no basis to dispute it? 11:40:20  
9 A. Other than, I don't -- I don't -- 11:40:23  
10 I have -- I don't know that I was recorded 11:40:26  
11 or that someone said I was recorded or told 11:40:28  
12 me they were recording. I don't know of 11:40:32  
13 any recordings. 11:40:35  
14 Q. You just don't -- You don't have 11:40:36  
15 knowledge of being recorded -- 11:40:39  
16 A. No. 11:40:41  
17 Q. -- but other than -- I'll finish 11:40:41  
18 my question. 11:40:43  
19 You don't have knowledge of being 11:40:44  
20 recorded, but other than that, would you 11:40:46  
21 dispute that that conversation occurred? 11:40:47  
22 MS. WOOTEN: Objection to the 11:40:51  
23 extent asked and answered already. You can 11:40:52  
24 answer. 11:40:53  
25 A. I don't -- I don't recall the 11:40:53

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1 conversation. 11:40:57

2 Q. And so you don't recall telling 11:40:57  
3 Mr. Parker that Perdue didn't want the USDA 11:41:03  
4 to come audit them? 11:41:06

5 MS. WOOTEN: Objection to the 11:41:09  
6 extent asked and answered. You can answer. 11:41:10

7 A. I don't recall him asking about, 11:41:12  
8 you know, getting in touch with the USDA. 11:41:26

9 Q. Mr. Norris, were you aware that 11:41:30  
10 Mr. Parker had to make repairs to his farm 11:41:35  
11 prior to receiving a placement sometime in 11:41:38  
12 fall 2018? 11:41:40

13 A. I know there was a lot of -- I 11:41:42  
14 know there was a lot of equipment that was 11:41:50  
15 not working properly on the farm, but I 11:41:52  
16 don't know of what he had to repair. I 11:41:59  
17 mean, we . . . 11:42:03

18 Q. How did you learn about the 11:42:09  
19 equipment that wasn't working properly? 11:42:11

20 A. Well, most of the equipment I 11:42:16  
21 know about is stuff that I see that needs 11:42:18  
22 to be replaced or repaired. 11:42:20

23 Q. And so your knowledge of any 11:42:21  
24 required repairs in the fall of 2018 was 11:42:27  
25 related to equipment that needed to be 11:42:29

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1 fixed? 11:42:31  
2 A. Can you rephrase that? 11:42:32  
3 Q. It was a confusing question. 11:42:37  
4 You said you knew that some 11:42:40  
5 equipment needed to be fixed on Hazel Lee; 11:42:44  
6 right? 11:42:49  
7 A. Right. There's things that 11:42:49  
8 needed to be replaced or repaired. 11:42:51  
9 Q. And that was around the fall of 11:42:54  
10 2018? 11:42:56  
11 A. I think that's the last time I 11:42:57  
12 had the farm, was around that time, yes. 11:43:00  
13 Q. You don't remember what equipment 11:43:02  
14 or any other details? 11:43:05  
15 A. It's probably the general things, 11:43:07  
16 normal things: Fans, feed lines, water 11:43:12  
17 lines. All things that pertain to the 11:43:15  
18 chickens. 11:43:20  
19 Q. When you say general things and 11:43:20  
20 normal things, these were routine repairs? 11:43:28  
21 A. They're what repairs? 11:43:31  
22 Q. When you say general and normal 11:43:34  
23 things, they were routine repairs? 11:43:36  
24 A. Yes. Just keeping the equipment 11:43:39  
25 operational. 11:43:44

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1 Q. Did you have any communications 11:43:47  
2 with Mr. Parker about those upgrades and 11:43:49  
3 repairs? 11:43:52

4 A. Usually on service reports. And 11:43:53  
5 it's usually just a repair, just fixing 11:43:59  
6 something that doesn't -- that's not 11:44:01  
7 working properly. I wouldn't call that an 11:44:03  
8 upgrade. 11:44:05

9 Q. And sitting here today, you don't 11:44:06  
10 recall any other details? 11:44:21

11 A. Other than just making -- your 11:44:24  
12 normal things, making notations on service 11:44:28  
13 reports for when I see things that are not 11:44:31  
14 working, I may make a -- go by house by 11:44:33  
15 house and say: House 1, you have a fan not 11:44:37  
16 working; house 2, there's a fan not 11:44:40  
17 working. But that's usually put on the 11:44:43  
18 service reports. 11:44:47

19 Q. Service reports, you said? 11:44:48

20 A. Yes. The weekly visitation 11:44:49  
21 reports. 11:44:52

22 Q. And you mentioned earlier that 11:44:53  
23 you understand that Mr. Parker no longer 11:45:04  
24 grows for Perdue? 11:45:06

25 A. Yeah. I don't think I -- I never 11:45:08

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1 see his farm name on a placement schedule 11:45:10  
2 anymore, so I'm not sure when he stopped 11:45:13  
3 growing. 11:45:15  
4 Q. And do you know why he stopped 11:45:16  
5 growing for Perdue? 11:45:18  
6 A. I don't know. 11:45:20  
7 Q. Mr. Norris, aside from your 11:45:22  
8 attorneys, have you discussed this lawsuit 11:45:32  
9 with anyone? 11:45:34  
10 A. No. 11:45:36  
11 Q. What about emails or text 11:45:36  
12 messages, have you exchanged emails or text 11:45:41  
13 messages with anyone about this lawsuit, 11:45:44  
14 again, aside from your attorneys? 11:45:45  
15 A. No. 11:45:47  
16 MS. SNOW: I'd like to take a 11:45:54  
17 brief break, and then we can come back. 11:45:56  
18 But, Ms. Wooten, I imagine I'm close to the 11:45:58  
19 end of my questions. 11:46:01  
20 VIDEOGRAPHER: The time is 11:46 11:46:04  
21 a.m. We're off the Record. 11:46:06  
22 (Recess taken.) 11:46:28  
23 VIDEOGRAPHER: The time is 11:59 11:58:53  
24 a.m. We're on the Record. 11:59:00  
25 MS. SNOW: Mr. Norris, I don't 11:59:04

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1 have any more questions for you, but thank 11:59:05  
2 you very much for your time today. 11:59:07

3 THE WITNESS: Okay. 11:59:08

4 EXAMINATION 11:59:08

5 BY MS. WOOTEN: 11:59:13

6 Q. Mr. Norris, I have a few 11:59:13  
7 follow-up questions for you. I may jump 11:59:16  
8 around a little bit, so I apologize; that's 11:59:18  
9 just kind of the nature of having to go 11:59:20  
10 second and following up with just some 11:59:22  
11 clarification questions. 11:59:25

12 Mr. Norris, do you recall when 11:59:26  
13 Ms. Snow had asked you questions earlier on 11:59:27  
14 about Perdue guidelines for growers and 11:59:30  
15 referred to lighting guidelines, 11:59:32  
16 temperature guidelines, and I believe 11:59:37  
17 rodent bait guidelines? 11:59:38

18 A. Yes. 11:59:40

19 Q. Do you know -- And at one point I 11:59:41  
20 believe they're referred to as policies. 11:59:44  
21 Do you know if these are, quote, policies 11:59:45  
22 or are these guidelines that Perdue 11:59:47  
23 provides to growers? 11:59:50

24 A. They're -- Like the top of the 11:59:51  
25 paper says on our temperature guidelines, 11:59:56

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1 it says temperature guidelines. For summer 11:59:58  
2 -- We have temperature guidelines for the 12:00:00  
3 summer, and then we change them for the 12:00:02  
4 winter. And we have lighting guidelines. 12:00:04  
5 Q. Okay. And at one other point, I 12:00:11  
6 believe you had talked about, you know, 12:00:15  
7 having other ago culture on the farm. And 12:00:17  
8 I'm not sure if this was clear or not so I 12:00:22  
9 wanted to ask just a quick follow-up 12:00:24  
10 question. Can farmers for Perdue have 12:00:27  
11 other agriculture on the farm, for example, 12:00:29  
12 cows, goats, things along those lines? 12:00:34  
13 A. Yes. There -- They can have 12:00:36  
14 cows, horses, goats, there are other 12:00:38  
15 animals on the farm. Now, they don't need 12:00:41  
16 to be in the house with the -- they 12:00:43  
17 shouldn't be in the house with the 12:00:46  
18 chickens. And people -- Obviously they can 12:00:48  
19 have cats and dogs and of sort. 12:00:51  
20 But they don't need to have other 12:00:53  
21 fowl, other birds, other chickens or ducks, 12:00:55  
22 like a little backyard flock or anything 12:00:58  
23 like that at their home. You know, they 12:01:00  
24 don't need to have a little backyard flock 12:01:02  
25 where they're getting eggs from, because 12:01:05

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1       that would be a biosecurity problem with       12:01:07  
2       those birds being on the property.              12:01:09

3       Q.       And, Mr. Norris, at some point       12:01:12  
4       you stopped being a flock advisor for Hazel   12:01:16  
5       Lee Farm; is that correct?                      12:01:19

6       A.       Yeah. Whenever we changed              12:01:20  
7       routes.    12:01:22

8       Q.       Okay. And do you have any              12:01:23  
9       personal knowledge of what happened with      12:01:25  
10       Hazel Lee Farm once you stopped being the    12:01:27  
11       flock advisor?                                      12:01:29

12       A.       I don't know, other -- I know       12:01:30  
13       that we swapped routes, and then I've got    12:01:33  
14       twelve more farms -- thirteen more farms to   12:01:36  
15       look at. So you kind of -- That's kind of    12:01:38  
16       in the rearview mirror; you kind of are     12:01:40  
17       concentrating on the farms you currently    12:01:43  
18       have.    12:01:46

19    12:01:46

20       Q.       Go ahead. I'm sorry.                12:01:47

21       A.       I think that was like 2017 I had    12:01:48  
22       him, and then maybe 2018, the last time    12:01:51  
23       that I had the farm was in 2018.             12:01:54

24    12:01:59  
25       MS. WOOTEN: Thank you, Mr.                 12:01:59  
  12:02:00

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1 for now. Ms. Snow may have follow-up 12:02:02  
2 questions for you. 12:02:05

3 MS. SNOW: I don't have any 12:02:05  
4 further questions for you, Mr. Norris. 12:02:07

5 VIDEOGRAPHER: This concludes 12:02:09  
6 today's deposition. The time is 12:02 p.m. 12:02:10  
7 and we're off the video record. 12:02:14

8 (The deposition was concluded at 12:02  
9 p.m., April 8, 2025.)

10

11 (Signature not waived.)

12

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## 1 REPORTER DISCLOSURES

2 The following representations and  
3 Disclosures are made in compliance with  
4 Georgia Law, more specifically:

5 Article 10(B) of the Rules and  
6 Regulations of the Board of Court Reporting  
7 (Disclosure forms).

8 OCGA section 9-11-28(c)  
9 (disqualification of reporter for financial  
10 interest).

11 OCGA sections 15-14-37 (a) and (b)  
12 (Prohibitions against contracts except on  
13 case-by-case basis).

14 I am a certified court reporter in  
15 the State of Georgia.

16 I am a subcontractor for Veritext  
17 Legal Solutions. I have been assigned to  
18 make a complete and accurate record of  
19 these proceedings.

20 I have no relationship of interest  
21 in the matter on which I am about to report  
22 which would disqualify me from making a  
23 verbatim record or maintaining my  
24 obligation of impartiality in compliance  
25 with the Code of Professional Ethics.

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1 I have no direct contract with any  
2 party in this action and my compensation is  
3 determined solely by the terms of my  
4 subcontract agreement.

5 FIRM DISCLOSURES

6 Veritext Legal Solutions was  
7 contacted to provide reporting services by  
8 the noticing or taking attorney in this  
9 matter. There is no agreement in place  
10 that is prohibited by OCGA 15-14-37 (a) and  
11 (b). Any case-specific discounts are  
12 automatically applied to all parties, at  
13 such time as any party receives a discount.

14 Transcripts: The transcript of  
15 this proceeding as produced will be a true,  
16 correct, and complete record of the  
17 colloquies, questions and answers as  
18 submitted by the certified court reporter.

19 Exhibits: No changes will be made  
20 to the exhibits as submitted by the  
21 reporter, attorneys or witnesses.

22 Password-Protected Access:  
23 Transcripts and exhibits relating to this  
24 proceeding will be uploaded to a  
25 password-protected repository, to which all

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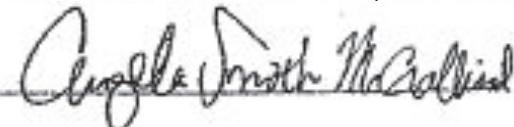
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1 ordering parties will have access.

2 REPORTER'S CERTIFICATE

3 I hereby certify that the above  
4 and foregoing deposition was taken down  
5 stenographically, and that the colloquies,  
6 the questions and answers thereto were  
7 transcribed by means of computer-aided  
8 transcription; that the transcript is a  
9 true and correct record of the evidence  
10 given upon said proceeding. I have no  
11 relationship of interest in this matter  
12 which would disqualify me from maintaining  
13 my obligation of impartiality in compliance  
14 with the Code of Professional Ethics.

15 I have no direct contract with any  
16 party in this action and my compensation is  
17 based solely on the terms of my  
18 subcontractor agreement. Nothing in the  
19 arrangements made for this proceeding  
20 impacts my absolute commitment to serve all  
21 parties as an impartial officer of the court.

22   
23

24 ANGELA SMITH MCGALLIARD, RPR, CRR, CCR  
Georgia Cert No.: 4599-7151-4544-9472  
Expiration 4/1/2026  
Notary Expiration 8/13/2027

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1 VIRGINIA M. WOOTEN, ESQ.

2 virginia.wooten@ogletree.com

3 April 9, 2025

4 RE: Parker, Roger v. Perdue Foods, LLC

5 4/8/2025, James Norris (#7281766)

6 The above-referenced transcript is available for  
7 review.

8 Within the applicable timeframe, the witness should  
9 read the testimony to verify its accuracy. If there are  
10 any changes, the witness should note those with the  
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of  
13 Deponent and Errata and return to the deposing attorney.  
14 Copies should be sent to all counsel, and to Veritext at  
15 cs-southeast@veritext.com.

16 Return completed errata within 30 days from  
17 receipt of testimony.

18 If the witness fails to do so within the time  
19 allotted, the transcript may be used as if signed.

20

21

22

23

24

25

Yours,

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2 James Norris (#7281766)

3 E R R A T A S H E E T

4 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

5 \_\_\_\_\_

6 REASON\_\_\_\_\_

7 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

8 \_\_\_\_\_

9 REASON\_\_\_\_\_

10 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

11 \_\_\_\_\_

12 REASON\_\_\_\_\_

13 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

14 \_\_\_\_\_

15 REASON\_\_\_\_\_

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18 REASON\_\_\_\_\_

19 PAGE\_\_\_\_\_ LINE\_\_\_\_\_ CHANGE\_\_\_\_\_

20 \_\_\_\_\_

21 REASON\_\_\_\_\_

22 \_\_\_\_\_

23 \_\_\_\_\_

24 James Norris Date

25 \_\_\_\_\_

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1 Parker, Roger v. Perdue Foods, LLC

2 James Norris (#7281766)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, James Norris, do hereby declare that I  
5 have read the foregoing transcript, I have made any  
6 corrections, additions, or changes I deemed necessary as  
7 noted above to be appended hereto, and that the same is  
8 a true, correct and complete transcript of the testimony  
9 given by me.

10

11

12 James Norris Date

13 \*If notary is required

14

15

SUBSCRIBED AND SWORN TO BEFORE ME THIS

16 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

17

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**[biosecurity - catch]**

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[states - terms]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

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